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The Solicitors' Journal.

LONDON, NOVEMBER 25, 1871.

YESTERDAY THE LORDS JUSTICES, in *Re The Oriental Commercial Bank, Claim of the European Bank*, decided that the rule in bankruptcy, that there cannot be a double proof against one estate in respect of the same debt, applies also in cases of liquidation under the Companies Act, 1862. The Agra Bank were indorsees of some bills drawn by a Mr. Constantinidi upon and accepted by the European Bank to the account of the Oriental Commercial Bank, who had endorsed them over. The bills were drawn in pursuance of an arrangement between the Oriental Commercial Bank and the European Bank, by which the former bank undertook to provide the latter with funds to meet the bills at maturity. Before the bills matured all the three banks were in liquidation. The Agra Bank proved on the bills in the winding-up of the European Bank, and received a dividend of three shillings and fourpence in the pound. They then proved for the balance of the bills in the winding-up of the Oriental Bank, and received (with all the other creditors) dividends to the extent of fifteen shillings in the pound on the amount of their proof. They received, also, further dividends to the amount of six shillings and eightpence in the pound from the European, making altogether ten shillings in the pound from that source. The European Bank then claimed to prove against the estate of the Oriental Bank for the sum which they had been compelled to pay to the Agra Bank. The Vice-Chancellor Bacon admitted this claim. The Lords Justices however rejected it, on the ground that, if it were allowed, the effect would be to make the estate of the Oriental Bank pay dividends twice over in respect of the same debt. Lord Justice Mellish, in giving judgment, pointed out that if the company had remained solvent any moneys paid by the Oriental Bank to the holders of the bills would have gone in reduction of what they would have been liable to pay to the European Bank upon their contract of indemnity, so that in reality the contract arising from the indorsement of the bills and that under the indemnity related to one and the same debt; and moreover, as Lord Justice James observed, if the European Bank had continued solvent, and had paid the full amount of the bills, they could only have received from the Oriental Bank dividends to the extent of 15*s.* in the pound on the full amount of the bills, and the fact that the Oriental Bank appeared also to be indorsers of the bill ought not to render them liable to pay double dividends on the same debt.

THE BENCHERS of the Inner Temple seem determined to lead the van of the much-canvassed reform of the Inns of Court. A notice which has been "screened" in their Hall announces that the benchers of the Inner Temple "wish to appoint four gentlemen to instruct the students of the Inn in "Jurisprudence and Civil and International Law; Constitutional Law and Legal History; Equity and the Law of Real Property; Common Law;" and candidates for the intended professorships are invited to apply at the treasurer's office, Inner Temple, for information as to the terms and duties of the appointments, which are to be made in December. The course of instruction will commence on the first day of Hilary Term next. The educational terms will be three in each year, and the payment will be one guinea a term for each student attending a class. The benchers intimate further that they have taken this step in consequence of the determination of the four Inns of Court that there shall be in future a compulsory examination of all students for the Bar before they are "called," and they have considered it right, under the circumstances, to institute the value of such training by preparing the student for its reception.

IT IS DANGEROUS to differ from a Chief Justice, but in doing so it is at least some satisfaction to have the company of the Chief Justice himself. The learned judge declines to allow a witness to say (of course it is only an hypothesis that he would have said so) that a certain person whom he met in Australia described himself as Roger Tichborne, and told him of the adventures of the *Bella*; but he allows another witness to say, that he asked the claimant "who took the donkey out of the bed?" and that the claimant answered "William Davies." To this latter evidence, and a good deal more of the same kind, no one thought of objecting; but it is impossible to point out any real distinction between these questions and the last part of the question supposed. In both cases the thing to be proved was the same—namely, the state of knowledge of the person conversed with; in both, the means taken to prove that fact were the same—namely, the evidence of knowledge afforded by his own account of some particular matter. The only difference was, that in one case the person conversed with was the claimant; in the other, some at present unknown person. In the one case the question is as to the identity of the claimant (a person of whom it is at present only known that he exists and claims) and a person who once existed and was called Roger Tichborne; in the other case, it is as to the identity with that same Roger Tichborne of a person of whom it is only known at present that he existed at Melbourne on board the *Comet* in a certain year. To find out whether that person was Roger Tichborne, the question is supposed to be put, whether he knew certain facts which, if he were Roger Tichborne, he would know, and which he probably would not know otherwise; for, if he were Roger Tichborne, he must once, it is admitted, have been on board the *Bella* (in which ship, say the defendants, he was drowned) and must know what happened there. But, it is said, it is denied, and not proved, that such things as the claimant says happened there, ever did happen, and you cannot bring hearsay evidence to prove they happened, which is what you are now trying to do, under cover of trying to prove something else. This might perhaps avail so far; but at least it does not apply to conversation about facts relating to the *Bella* which are proved *aliunde*. As to these the case is identical with that of the donkey incident, except that the person conversed with is not proved to be either Roger Tichborne or the claimant. Can this make any difference? The issue (and a material issue) being who he was, the only previous fact which we should have thought it necessary to establish would be his existence. But the Chief Justice holds out to the claimant's counsel that they may give this evidence when the identity is established; an offer which savours of the humorous.

As to the other part of the supposed question—namely, whether the unknown person called himself Roger Tichborne, it may be doubtful whether a private communication of the name would be admissible; but

if the question whether he passed by that name cannot be asked, on the ground that it is hearsay, the greater part of the evidence already given should be wiped out of the notes.

On Thursday the Lords Justices, in *Ex parte the Llynvi Coal and Iron Company, Re Hide*, decided, we believe, the first case in which the question has arisen of the rights of a landlord under section 23 of the Bankruptcy Act, 1869, where the trustee of the bankrupt tenant has disclaimed the demised property. That section provides that, "when any property of the bankrupt acquired by the trustee under the Act consists of land of any tenure burdened with onerous covenants, of unmarketable shares in companies, of unprofitable contracts, or of any other property that is unsaleable, or not readily saleable, by reason of its binding the possessor thereof to the performance of any onerous act, or to the payment of any sum of money," the trustee may disclaim such property, and thereupon "the property disclaimed shall, if the same is a contract, be deemed to be determined from the date of the order of adjudication, and if the same is a lease be deemed to have been surrendered on the same date, and if the same be shares in any company be deemed to be forfeited from that date, and if any other species of property it shall revert to the person entitled on the determination of the estate or interest of the bankrupt, but if there shall be no person in existence so entitled then in no case shall any estate or interest therein remain in the bankrupt." It then gives the Court power to order possession of the disclaimed property to be delivered up to the person interested therein, and provides that "any person injured by the operation of this section shall be deemed a creditor of the bankrupt to the extent of such injury, and may accordingly prove the same as a debt under the bankruptcy." Mr. Hide was a liquidating debtor. He had previously entered into an agreement with the Llynvi Company to take from them a lease for ten years of some houses and shops, at a rent of £500 a year. The trustee under the liquidation disclaimed this agreement, and the company then claimed to prove against Hide's estate for the difference between the rent which he was bound to pay them and the present value of the property. They alleged that in consequence of the trustee having shut up the shops and sold off the stock in trade the goodwill of the business which had been carried on there had been lost, and that consequently the property would not now let for more than £200 a year. Mr. Registrar Brougham, sitting as Chief Judge in Bankruptcy, was of opinion that the 23rd section did not apply to the case, and rejected the claim. The Lords Justices, on the contrary, held that this species of loss was an injury sustained by the operation of the 23rd section, and that the company were entitled to prove for the rent, which they could have recovered in an action against the debtor if the contract had not been put an end to by reason of the disclaimer under the section, and not merely, as was argued on behalf of the trustee, for the amount of dividend which they might have lost by not being able to prove under section 31 against the debtor's estate in respect of his liability upon the contract. The policy of the Act, their Lordships said, was to set the bankrupt free from every engagement he had ever entered into, and to make the other parties to those engagements creditors upon his estate in respect thereof. This appears to us to be the only reasonable construction of the Act.

Their Lordships also took occasion to observe upon the impropriety of a question of this general importance, arising, moreover, upon the construction of an entirely new statutory enactment, being decided by a Registrar instead of by the Chief Judge, and remarked that it was certainly not the intention of the Legislature that there should be a Court of Appeal from the decisions of the Registrar. This is a complaint which has been frequently made by the judges of the Court of Appeal. If the Government *will* not give a Chief Judge who can devote his whole time to the bankruptcy business, when will the Legislature deal with the present most inconvenient arrangement.

On Monday last the Master of the Rolls allowed with costs a demurrer for defect of parties to the bill by the Commissioners of Sewers for the City of London, which claimed, on behalf of the owners and occupiers of lands within Epping Forest, a right of common of pasture over the waste lands within the Forest, and sought not only to restrain further enclosures by the lords of the several manors within the Forest, but also to abate those already made. Leave was, however, given to amend. The *ratio decidendi* was, that a bill which prayed that the enclosures already made might be abated, and the waste restored, could not be maintained in the absence of the parties who were interested in maintaining those enclosures. It was said that such persons were before the Court already, for the bill was on behalf of all the owners and occupiers of land within the Forest, but if so it was a clear case of misjoinder, seeing that the interest of those owners and occupiers who were interested in maintaining the enclosures was obviously adverse to that of the plaintiffs. His Lordship seems to have expressed no opinion as to the really interesting question in the suit, of the Court of Chancery, or the Forest Courts, being the proper tribunal for relief, beyond intimating that the Court of Chancery possessed at least concurrent jurisdiction; but he laid down that, as matter of law, the rights of persons having commonable rights in respect of the Forest, but none in respect of any particular manor, must be considered on any enclosure taking place of the waste of that manor with the consent of the homage. This is the important feature in the decision. One objection which was strongly urged to the bill, namely, that it was multifarious because the plaintiffs had a different case in respect of each encroachment, was disposed of on the principle of *Mayor of York* v. *Pilkington* (1 Atk. 282), on which so much stress was laid in the recent cases of *Smith* v. *Earl Brownlow* (18 W. R. 271, L. R. 9 Eq. 241), and *Warrick* v. *Queen's College, Oxford* (18 W. R. 719, L. R. 10 Eq. 105), namely, that a person claiming a single right against any number of persons, who resist that right under various titles, may file a bill making them all defendants; the right claimed in the present instance being the right of common of pasture. Upon the whole, the view taken of the case appears to be favourable to the plaintiffs; but if the bill of which notice has recently been given to stay all litigation with respect to Epping Forest for two years should become law we shall not expect to hear any more of the suit.

The Inns of Court Rifle Volunteers' annual inspection takes place in Richmond-park on Tuesday next. The battalion will parade in the Temple, in marching order, at 11.15 a.m., and will proceed to Richmond-park (*viâ* Mortlake) by special train leaving Waterloo Station at 12.10.

Under the heading, "Strange if True," the subjoined paragraph has gone the round of the papers:—

"The following statement as to Sir R. Collier's appointment has been published, 'on good authority,' it is said:—'Sir R. P. Collier tendered his resignation to Mr. Gladstone, but the Premier refused to accept it, declaring that he would stand or fall by the appointment; and observed that, since, as Attorney-General, Sir Robert ranked above the puisne judges, it was no violation of the spirit of the Act to place him on a level with them for the purpose of transfer to a higher appointment. Etiquette has always forbidden the Attorney-General to accept a mere puisne judgeship, and therefore ought not to object to the transfer of the Attorney-General to higher judicial office."

As the Premier appears to adhere to the idea of Sir R. P. Collier being a Privy Council Judge, he may very likely have said so; but it is very unlikely that he or anybody else can have talked the absolute nonsense here put into his mouth. Those of the Government who are responsible for the appointment know perfectly well that the public and the profession have cried out against it because it was made in contravention of the spirit and object of the Act. When the Government introduced the bill they held out as an advantage that under it judges of experience would be transferable to the Privy Council. Lord Chelmsford expressed an apprehension that judges would be found unwilling to remove to the Privy Council; but the Lord Chancellor said (and, read by the light of subsequent events, the remark might have been one of grim humour) that he anticipated no difficulty in finding judges. But it could hardly have been imagined that the provision would be worked by making a barrister a judge and immediately passing him on to the Privy Council.

THE LORD CHANCELLOR has issued the usual order relating to the Christmas closing of county court offices. The days on which the offices are permitted but not compelled to close are Saturday the 23rd and Tuesday the 26th December, the intermediate days being, of course, holidays without any order.

THE LORDS JUSTICES will this day hear bankruptcy appeals, after disposing of lunacy petitions.

CHANGES OF NAME.

A person who is minded to change his surname may do so either by Act of Parliament, which is now unusual, except under special circumstances (*vide* 3 Dav. Prec. 279), or by Royal sign-manual, which perhaps is seldom, if ever, applied for, unless there is an intention to assume arms as well, for arms can only be lawfully granted by the Royal licence, through the authority of the Herald's College, and no person is of his own authority entitled to assume arms (*Leigh* v. *Leigh*, 15 Ves. 98 *arguendo*), though many persons do. The third and ordinary way is by simple assumption, evidenced in many instances at the present day by the execution and enrolment in Chancery of a deed poll witnessing the intended change of surname, and by advertisements in the newspapers to the same effect.

The truth of the matter is, that a surname, though most men bear the surnames inherited from their fathers, is a matter of reputation. A man's surname is that by which he calls himself and other persons call him; and all the above methods of assuming a surname are only methods of giving publicity and solemnity to the assumption of it, and avoiding the unpleasantness of using an *alias*. Where, indeed, as in the case of the ordinary "name and arms clause," a settlor requires that any person in whom the estate shall vest by virtue of the settlement shall assume the family surname in a particular manner, and there is a gift over in default, it is probable that nothing short of compliance with the particular manner of assuming the surname will satisfy the condition. But, unless there be an express requirement to that effect, any mode of assuming the name which has for its result the donee being known by that name will do. In *Davies* v. *Lowndes* (1 Bing. N. C. 618), where the condition imposed by the testator was, that a gentleman surnamed Selby should change his name to Lowndes, and the will was silent as to the mode whereby the change of name was to be effectuated, Chief Justice Tindal said:—"There is no necessity for any application for a Royal sign-manual to change the name. It is a mode which persons often have recourse to, because it gives a greater sanction to it, and makes it more notorious; but a man may, if he pleases, and it is not for any fraudulent purpose, take a name and work his way in the world with his new name as well as he can." And in *Doe* v. *Yates* (5 B. & Ald. 544), where the will required the person to whom the estates were devised for life, when he should attain twenty-one, to take and use the surname of Luscombe, Chief Justice Abbott said, that a name assumed by the voluntary act of a young man at his outset into life, adopted by all who knew him, and by which he is constantly called, becomes, for all practical purposes, as much and as effectually his own name as if he had obtained an Act of Parliament to vest it in him.

Even an Act of Parliament cannot, strictly speaking, change a surname. The Royal licence is nothing more than permission to take the name, and does not give it (see Lord Eldon, C., in *Leigh* v. *Leigh*, *sup*), and even an Act of Parliament cannot compel the lieges to call the person in whose favour the Act is made by the name it assigns to him, although it has the merit of affording an unequivocal and notorious commencement of the use of the name. If a person, as in *Barlow* v. *Bateman* (3 P. Wms. 65), contents himself with simply assuming a new surname, though he is quite at liberty to do so, yet the question whether he has *de facto* assumed such surname to the exclusion of or in conjunction with his former surname may sometimes be a matter of dispute. But this cannot well be the case where there has been an Act of Parliament, a Royal licence, or a deed enrolled in Chancery.

In the State of New York any person who is minded to take a new name may apply, by petition for leave to take it, to any judge of the State courts, and his petition is granted if he can show that he will derive any pecuniary benefit from the change of name. The State of Massachusets has a law enacting that applicants for a new name may apply to the Probate Court of their county: the application is to be advertised in the newspapers; and, which is a noteworthy provision, any person may appear on the hearing of the petition and show cause why the name should not be granted. The Court is empowered, if it sees fit, to issue a certificate to the applicant, conferring a title to the new name. The provision as to other persons being heard in opposition to the petition seems to meet a suggestion which was made when a person acquired a temporary notoriety several years ago by advertising that he intended to be called Norfolk Howard in future—namely, that the owner of a name ought to have a species of equity to prevent other persons, possibly of bad character or with a bad object, from assuming it. Though, even if this State sanction and mode of publicity be withheld, that would not prevent the individual from calling himself by a new name and inducing others to call him so, if he can prevail on them to do so.

We have seen that a man may, in the language of Sir Joseph Jekyll (*Barlow* v. *Bateman*, *sup.*), take upon him what, and as many, surnames as he pleases. How is it as to that which is called the "Christian name?" "Christian name" is, strictly speaking in regard to its derivation, an equivalent for "baptismal name;" so it is explained in Johnson's Dictionary as "the name given at the font, as distinct from the gentilitious name or surname." But in modern every-day parlance the phrase "Christian name" is used without necessarily having regard to baptism. John Smith may never have been baptized at all, and yet we say "his Christian name is John:" in short, "Christian name" has got to be a mere equivalent for the French *prénom*. In the middle ages religion was a matter of law, now that is no longer so; hence this modifications, which is material to the question whether a man can change his Christian name. That question is one upon which there is room for much misapprehension, arising from a non-observance of the distinction between "Christian name," as meaning the name named over a child at baptism, and the same phrase as meaning the name by which a child has been *called*. There is a general

belief that "a man cannot change his Christian name." In Davidson's Precedents (Vol. 3, p. 284, n.) that author, speaking of testamentary gifts conditional on assumption of testator's Christian name, says, "When the legatee is of a different Christian name from the testator, he cannot of course part with his own Christian name, nor can he take that of the testator, except as part of a compound surname, consisting of the Christian name and surname of the testator." The old reports contain very many cases in which men christened John have sued or been sued as James, and the effect has been learnedly argued upon pleas in abatement, traverses, and so forth. As one might expect, the older the cases the more they seem to favour the notion that baptism somehow rivets on to the individual the name named over him at that Sacrament. Yet when these old cases are scrutinised attentively, regard being had at the same time to the altered spirit of the age under which a *prænomen* is no longer necessarily a name given at baptism (we say, "the child is to be *called* John," as often as "the child is to be christened John"), they appear to mean no more than this—that the man was christened John, and therefore he always will be—the man who was christened John. Whether he need always continue to be the man who is *called* John is quite another thing. As far as the use of the name is concerned it is, like the surname, an affair of reputation. To cite the old reports at any length would be a mere waste of time; the following are enough:—*Holman* v. *Walden* (1 Salk. 6) was an action on the case brought against Benjamin Walden: defendant pleaded in abatement that he was baptized by the name of John; plaintiff replied that defendant was called and known by the name of Benjamin; on this defendant demurred, but the demurrer was disallowed, Chief Justice Holt saying that he thought it would not be a sufficient answer for defendant to say that he was baptized by the name of A., without averring also that he was ever called and known by that name. So in Com. Dig. tit. *Fait* (E. 3), "If a man be baptised by one name and known by another, a grant by the name by which he is known shall be good." In *Williams* v. *Bryant* (7 Dowl. 508) Parke, B., says: "Many authorities were cited (several of which are to be found in Sheppard's Touchstone, 233-4) one of which in particular, the case of *Evans* v. *King* (Willes, 554), shows that a man cannot have two Christian names, nor indeed can he, properly speaking; but on the other hand it is equally certain that at the present day a person may sue or be sued in or by any name acquired by usage, adoption, or otherwise." (The name about which the question was, was the *prænom.*)

In short, regarding a "Christian name" (or, to avoid confusion, let us say, *prænomen* or *prænom*) as a mark by which a man contracts, gives, receives, sues, is sued, and generally identifies himself in all the multifarious transactions of life, baptism is not endowed with any magic affixing irrevocably to every man the name named over him at the font. The *prænom*, just as much as the *surnom*, is a matter of reputation, and may be changed by the bearer's calling himself something else and getting other people to call him so likewise. At the present day the expression, "a man cannot change his Christian name," is true only in this very limited sense: that a man who was once baptized is, and always will be, "the man who was baptized John," and never can become "the man who was baptized Richard;" but as far as respects the real purport and use of what is popularly called a "Christian name" the man who was baptized John may say that henceforth he will become the man known as Richard, and Richard to all intents and purposes he may become. Of course the longer a baptismal name has been retained, the tighter report will have rivetted it on, and the more difficult it may be to get the world to change it. For a man does not actually change his name by announcing that he is going to do so; it remains for the world to comply, as it generally does, with the suggestion on his part.

ON POWERS OF MANAGEMENT IN SETTLEMENTS OF LAND.

Part II.

The powers of leasing, sale, and exchange &c., contained in a strict settlement of freeholds, operate in a different manner from those that we have been considering; they do not necessarily take effect out of the estate of the donee of the power; it usually happens, indeed, in modern settlements that the trustees who are donees of the powers during the minority of any infant tenant in tail take no estate at all, and the powers take effect as mere declarations of the use, so that the term created by a lease takes effect exactly as if it had been limited in the settlement itself.

The first question for consideration, when we wish to insert such powers as these in a settlement is, who ought to be donees. It will be observed that the powers may naturally be divided into two classes—on the one hand we may have powers to act in some particular manner, as, for instance, to grant leases according to certain specified conditions, where it is hardly possible for the donee of the power to have any motive for exercising the power in a manner disadvantageous to the inheritance; on the other hand we may have general powers of leasing, unrestrained by any conditions, powers of sale and other powers, where the donee of the power might be able to make a bargain for his own personal benefit with the person for whose benefit he exercises the power or to get into his own hands moneys representing the land itself. The donees of powers of the first class, *i.e.*, in settlements in the usual form the donees of powers of leasing in specified manners, and of the power of granting licenses to copyholders, are usually the successive tenants for life while they are entitled in possession to the land, and the trustees for the time being during the minority of any tenant in tail; where it should be remembered that the restriction to the minority of any tenant in tail *by purchase*, a restriction originally invented with reference to the rule of law against perpetuities, is unnecessary, and that the power may be and usually is made exercisable at any time during the duration of the settlement (3 Dav. Prec. 390 note). The donees of powers of the second class, viz., in settlements of the usual form, of the powers of enfranchisement, sale, and exchange, are the trustees for the time being, who are to exercise the powers during the life of any tenant for life entitled in possession with his consent in writing, and during the minority of every tenant in tail *by purchase* at the discretion of the trustees; where it may be remarked that the restriction to the minority of a tenant by tail *by purchase*, though always inserted is unnecessary and that indefinite powers would not offend against the rule against perpetuities as they would necessarily cease when the settlement came to an end.

Bearing in mind that a married woman can exercise a power under the statute of uses, or a power of giving consent in writing, no change is made in the donees of the power of either class, if a married woman is made tenant for life.

If the settled property consist of an undivided share of real estate, no alteration is made in the donees, but they are directed to exercise, or concur in exercising, the power. The question as to who should be the donee of the powers when an infant may become entitled to an undivided share of the property is discussed in Elphinstone's Introduction, 353.

The powers of leasing are usually limited to leases for twenty-one years, and building leases for ninety-nine years. In either case it is extremely convenient to allow the term to be limited "to take effect in possession, or within six calendar months after the date thereof," the older forms directed the term to be limited to take effect in possession, so that it was impossible to adopt the usual and convenient plan of executing th lease before the commencement of the term. Powe should also be given in fixing he amount of the rent

reserved on a lease made on the surrender of a former lease, to take into consideration the value of the surrendered lease. This is of very great importance where the settled property consists of houses. When the tenant of a house becomes bankrupt it generally happens that he neglects to keep it in thoroughly good repair for the last year or two preceding his bankruptcy; and if the house were let to him at rack rent it might happen that the annual value in the state in which it was at the time of his bankruptcy would be less than the rent. In this case the trustee in bankruptcy would probably disclaim the lease, and the house would be thrown on the hands of the landlord in a depreciated condition. It follows that it is often advisable in the prudent management of house property, not to let a house at the full rent that it would be worth if it were in a perfect state of repair, but either to estimate the rent, having regard to its actual state of repair—throwing the expense of putting it into tenable repair on the lessee—or to renew the lease before the expiration of any existing lease, and to take into account the value of the surrendered lease in fixing the rent.

In cases where there is a prospect of the settled property being extensively built upon a general power of leasing (3 Dav. Prec. 1152), by which we mean a power of leasing without any restriction on the form of the leases, and probably a power to dedicate parts of the property for the purposes of general accommodation (3 Dav. Prec. 970) should be inserted; the donees of such powers may conveniently be the same persons as are donees of the powers of sale and exchange.

In passing a lease under a power of the nature that we are discussing, the young practitioner may feel some little difficulty in seeing for whose benefit the rent should be reserved, and the covenants made. It is really intended that the rent should be received by the person who would be entitled to the possession of the land if the term created by the lease was out of the way, and there is an apparent difficulty in framing the lease in the proper manner. The proper manner in such a case is to reserve the rent and the benefit of the covenants *generally*, *i.e.*, not to any particular person, and the law will give the rent and the benefit of the covenants to the person for the time being entitled to the land subject to the term. If, however, the reservation be made "to the lessor and his heirs," or "to the lessor and every person to whom the inheritance or reversion shall appertain during the term" or in words of the like effect no mischief will be done.—*Whitelock's case*, 8 Rep. 69 b.

The only point to be borne in mind by the person exercising the power to grant licenses to copyholders is the following: has the lord power, according to the custom of the manor, to grant licenses to a copyholder to lease for more than twenty-one years? (see *Hanbury* v. *Lichfield*, 2 My. & K. 629). It may be observed that the power under consideration should always be inserted where part of the settled property consists of a manor, as the provisions contained in Settled Estates Act and Settled Estates Amendment Act do not contain the most important provision of the power as generally framed, namely the power to fix the sum which shall be considered as the annual value for assessing fines during the term comprised in the license. In the absence of this power the fines would have to be assessed on the rack-rental of the property at the time of estimation, and persons claiming under a copyholder who had granted a building lease, would have to pay a fine, not on the rental to which he was entitled, but on the improved rental of the property.

The power to enfranchise copyholds may be safely omitted; for an enfranchisement made under the provisions of the Copyhold Acts is preferable to one made by virtue of the power. The land, when enfranchised under the Acts, does not, but when enfranchised under a power contained in a settlement, does become subject to any charges affecting the manor. It appears to follow that no prudent person would ever take an enfranchisement under a power, but would prefer to take it under the Acts. The settled practice is, however, to insert the power in question, except perhaps where brevity in the settlement is of paramount importance.

The details of the power of sale and exchange may, in cases where brevity is of importance, be left to the operations of 23 & 24 Vict. c. 145, part 1. It is sometimes convenient to dispose of the surface of the land reserving the minerals or the converse. It has been settled (*Buckly* v. *Howell*, 29 Beav. 547, 9 W. R. 544) that this cannot be done under the ordinary power of sale; an Act was passed, 25 & 26 Vict. c. 108, for the purposes of confirming all past sales of either land or minerals apart from the other, and of enabling such sales to be made for the future. Unfortunately, however, no such sale can be made by virtue of the statutory power without the previous sanction of the Courts of Chancery; it appears therefore, proper, when a mining property is settled to insert for the purpose of saving expense, an express power to sell the surface and minerals separately.

It is perhaps hardly necessary to caution the practitioner to attend very carefully to the wording of the power of sale. So long as he adheres to the ordinary—we had almost said, *authorized*—forms, no difficulty will occur, but as soon as he deviates from them he treads upon dangerous ground, for the experience of all conveyancers shows that one of the most common objections to a title is that a sale has been made under a power not in the common form, which has been ineffectual to enable the property to be conveyed.

The last power that we have to consider is, a power to raise money on mortgage for the discharge of encumbrances, a power that should always be inserted when the property intended to be settled is encumbered. In cases where the encumbrances are of small amount when compared with value of the property settled, it may suffice to enable the trustee to limit a term for this purpose, but the proper course where the encumbrances are considerable is to enable them to mortgage the fee. It is convenient in this case to enable them to raise in one mortgage not only the money required for the purpose of paying off mortgages affecting the fee, but also any money which has to be raised under the trusts of any of the terms in the settlement as this course will save expense. It must, however, be borne in mind that the priorities of different charges might be altered *inter se* if this were done. A charge for portions secured by a term posterior to a jointure term might acquire priority to the jointure. In all cases of this sort care must be taken to direct the power to be exercised only with the consent of any person who might be damnified by it.

THE NEW JUDGE OF THE LINCOLN COUNTY COURTS—Mr. James Stephen, LL.D., who has been appointed to succeed the late Mr. J. G. Teed, Q.C., as judge of the Lincoln County Courts (Circuit No. 17) is the son of the late Mr. Serjeant Stephen, the author of "New Commentaries on the Laws of England, partly founded on Blackstone," and also of a "Treatise on the Principles of Pleading in Civil Actions, comprising a summary account of the whole proceedings in a suit at law." Mr. James Stephen was called to the bar at the Middle Temple in January, 1846, and was formerly a member of the Western Circuit, attending also the Bristol, Bath and Somerset sessions. Besides editing and preparing for the press several editions of his father's works, and for some time the notes to the edition of the statutes published in this journal, Mr. Stephen was the author of an "Abridgment of Roman Law, chiefly taken from Dr. Warnkoenig's *Institutiones Juris Romani Privati*," and of a work or "The Common Law Procedure Act, 1860," which is so arranged as to form a supplement to "Lush's Practice," of which he also prepared an edition in 1856. He was for a few years registrar of the Court of Bankruptcy at Leeds, which office was abolished at the end of last year.

RECENT DECISIONS.

EQUITY.

MARRIAGE ARTICLES—FAILURE OF PERFORMANCE BY ONE OF THE PARTIES.

Jeston v. *Key*, M. R., 19 W. R. 342, L. J. *ib.* 864.

According to Lord Cottenham in *Lloyd* v. *Lloyd* (2 My. & Cr. 192), the authorities in effect prove that, with respect to marriage contracts, there can be no resistance on the part of one, because the other contracting party has failed to perform his part of the agreement; and the obvious reason is, that the parties to the contract are not the only persons having an interest in the subject, but the contract is made by them on behalf of the issue of the marriage. Accordingly, though in the case of an ordinary contract a party who has not performed his part may not be entitled to claim the benefit of it against the other party, it is different in marriage articles, where the contracting parties reciprocally enter into contracts which are made for the benefit of a third party. It was said by Lord Redesdale that failure in payment of the consideration in performance of the contract on one part never vitiates a marriage settlement (*Crofton* v. *Ormsby*, 2 Sch. & Lef. 583). And the decision in *Perkins* v. *Thompson* (Ambl. 502) is a further illustration of this doctrine. In the last-mentioned case there was an agreement by a man to settle a jointure on his wife in consideration of a portion from her father, and it was held that, although the portion was never paid, yet the wife should have her jointure. In *Jeston* v. *Key* (*sup.*) the wife's father articled to settle certain property on his death upon the husband and wife during their respective lives, and after their death on their issue, and the husband articled to insure his life and settle the policy. The wife died without issue, and afterwards the father died, and the husband, who had refused to insure his life as agreed, claimed to prove against the father's estate for the value of his life interest in the property articled to be settled by the father. It was contended that the performance of the contract by the husband was a condition precedent to his taking any benefit under the father's contract; but, as the above authorities show, the contract was partly performed by the marriage; and it was no defence that the husband had failed to perform his part of the contract, since nobody could suffer any damage therefrom, by reason of the death of the wife without issue. If there had been issue of the marriage, the husband would of course have been liable to perform his part of the contract, and might, as we have seen, have been compelled to do so, if the father had failed to perform his part of the contract.

INFORMAL AGREEMENT BY DIRECTORS—LIABILITY OF THE COMPANY.

Re Bonelli's Telegraph Company, Collie's Claim, V.C.B., 19 W. R. 1022, L. R. 12 Eq. 246.

According to the present Lord Chancellor in *Fountaine* v. *Carmarthen Railway Company* (16 W. R. 476) where, as in *Royal British Bank* v. *Turquand* (6 E. & B. 327), directors have power to bind the company, but certain preliminaries are required to be gone through on the part of the company before that power can be duly exercised, then the person contracting with the directors is not bound to see that all these preliminaries have been duly observed. This principle was distinctly enunciated in the leading case of *Bargate* v. *Shortridge* (3 W. R. 423, 5 H. L. Cas. 297), and was acted on in *Re Athenæum Society* (6 W. R. 779, 4 K. & J. 549). Thus, where an insurance company's deed of settlement provided that every policy should be executed by at least three directors, it was held no defence to an action that the policy was signed by two directors only (*Agar* v. *Athenæum Society*, 6 W. R. 277, 5 B. & S. 588), and in *Re Land Credit of Ireland Company* (17 W. R. 689), where the directors were authorised to accept bills on terms of receiving securities in exchange for the bills, and they accepted and handed over bills without receiving any securities in exchange, it was held on the company being wound up that a proof by the *bonâ fide* holder of some of the bills ought to be admitted, for that the bills were binding on the company, as they had been regularly accepted, and the provision as to the deposit of securities was a collateral matter, into the observance of which the holder of the bills was not bound to inquire. In *Re Bonelli's Telegraph Company* (*sup.*) it appeared that the directors had agreed to pay Mr. Collie a large sum for commission on the purchase money payable by the Postmaster-General to the company under the provision of the Telegraph Act, 1868. The liquidators objected that, assuming the directors were authorised to sell the business, the agreement with Mr. Collie was bad for some want of compliance with the internal regulations of the company as to the manner in which agreements were to be made. We have already seen that non-observance of some prescribed formality does not prevent an agreement from being binding on a company in favour of the person dealing with them without notice of the prescribed formality; but in this case *D'Arcy* v. *Tamar Railway Company* (L. R. 2 Ex. 158), appears to have been relied on as materially altering previous conceptions of what the law is on these matters. [See Lindley on Partnership, pp. 251, 813]. The chief value of *Re Bonelli's Electric Telegraph Company* is for the observations of the Vice-Chancellor on *D'Arcy* v. *Tamar Railway Company*. In that case the prescribed quorum of directors being three, the secretary affixed the company's seal to a bond, after having obtained the written authority of two directors at a private interview, and at another private interview the verbal promise of a third, to sign the authority.

An action of debt having been brought upon the bond the company pleaded *non est factum*, and under that plea proved that the seal had been affixed when only two directors, and not three, had given any kind of authority for it, which was, of course, an answer to the action. The case thus turned upon a point of pleading, and does not in any degree impeach the accepted doctrine, that an agreement made by a company in favour of a person dealing with them is binding upon the company, though not strictly in the form prescribed by the rules of the company.

COMMON LAW.

NEGLIGENCE—RAILWAY COMPANY.

Daniel v. *Metropolitan Railway Company*, H.L., 20 W. R. 37, L. R. 5 H. L. 45.

Kearney v. *London, Brighton, and South Coast Railway Company*, Ex.Ch. (from Q.B.), 20 W. R. 24.

The decision of the House of Lords, affirming the reversal by the Exchequer Chamber of the judgment of the Court of Common Pleas in *Daniel* v. *Metropolitan Railway Company*, is of great importance as settling with the authority of the court of last resort certain principles applicable to cases of accidental injury. The plaintiff, whilst travelling by the defendants' line, was injured by the fall of a girder, which was being placed across the railway by contractors, engaged in the construction of a work for the Corporation of London. The work was, under the circumstances, no doubt, to a certain extent dangerous, though the accident was a very exceptional one; but it was conceded that the accident would not have happened except through a want of due care on the part of the contractors; and the danger, therefore, really was that due care might not be used, in which event the consequences would probably be serious. Were, then, the defendants bound to anticipate that due care would not be used, or were they not entitled to suppose that those engaged in the work would conduct it skilfully and carefully? This was in substance the question; and the House of Lords have, in accordance with sound principle, answered that they were so entitled. Lord Hatherley puts

it thus "Is it the duty of the railway company to employ persons to watch and see that no accident occurs owing to the negligence of other people—of people over whom the railway directors have no control?" and Lord Chelmsford says—"There may be circumstances of imminent danger within the knowledge of the directors of a company, which may render them liable if they run into it, and thereby occasion injury to a passenger; but that they are bound beforehand to provide against possible future danger, arising, not from the nature of the work itself (for risk accompanies all works of any magnitude), but from the negligence of the persons employed in carrying it on, is what I cannot conceive to be the law." It is to be observed that, according to the principles long since established with respect to independent contractors, the same decision would have resulted if the contractors had been doing work for the defendants instead of for the Corporation; and this is expressly so stated by Lord Westbury.

Two further observations may be made. First, that if it had been reasonably to be anticipated that such an accident might occur without any negligence, the case would then have fallen within the first part of Lord Chelmsford's observation above quoted, and the defendants (using no precautions) would no doubt have been liable. Secondly, the obvious distinction may be noticed between cases where the railway company themselves create the danger (as upon a level crossing), and where they are therefore under an obligation to provide against the danger they have caused, and cases like the present, where the danger is caused, not by their own acts, but by the acts of others. A suspicion naturally suggests itself, that in imposing upon the defendants the duty of placing a watcher, the Court of Common Pleas were unconsciously misled by a false analogy of these two different states of circumstances.

In *Kearney* v. *London, Brighton, and South Coast Railway Company* the decision of the Queen's Bench has been affirmed by the Exchequer Chamber; and, with all respect for the opinion of Hannen, J., who dissented from the judgment below, the case seems a very plain one. A brick fell from a railway bridge of the defendants whilst a train was passing, and struck the plaintiff, who was travelling along the highway. The obvious and *primâ facie* solution, indeed the inevitable inference, was, that the brick was loose, and was shaken out by the vibration of the passing train. But the defendants argued this did not show negligence, for that perhaps some sudden and unexpected cause had loosened the brick from its place. This was really the whole of their argument.

A building, placed in a position where its fall is peculiarly dangerous, tumbles to pieces and injures a passer by. It may certainly be assumed that such an event might and ought to have been prevented by its owners and occupiers. When ordinary causes are sufficient to account for the accident, and, being preventible causes, argue negligence in the defendants in not providing against their natural consequences, why is the injured party to be called upon to negative the existence or operation of some unknown and extraordinary cause? It as clearly lies on the defendants to show why the structure failed, or, at least, that it failed notwithstanding due precautions, as it would lie upon them to exclude negligence where an accident was due to the train running off the line (*Dawson* v. *Manchester, Sheffield, and Lincolnshire Railway Company*, 10 W. R. C. L. Dig. 59, 5 L. T. N. S. 682).

The actual contention of the defendants was even more extreme; for they asked the Court hypothetically to refer the looseness of the brick to the supposed disintegrating action of an iron girder acted upon by the temperature, a cause which, if it existed in fact, would only make the more care and watchfulness on their part necessary, but would in no way have altered their liability.

It is to be observed that the present case is distinguishable from *Grote* v. *Chester and Holyhead Railway Company* (2 Ex. 251, an indecisive case), where the mischief was owing to a faulty construction by others than the defendants, whereas here it was owing to faulty maintenance by themselves; and from *Withers* v. *North Kent Railway Company* (27 L. J. Ex. 417), because there the mischief was *shown* to be due to an extraordinary cause, whereas here the defendants merely asked the Court to suppose so.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord Cairns.)

June 1, 30.—*Re the Kent Mutual Assurance Society, Hummel's case.*

Mutual assurance company—Amalgamation—Winding up—Contributory—Participating policyholders not liable to contribute for the payment of non-participating policies.

Where, in a mutual assurance society, some of the policyholders participate in the profits, and the annuitants and the others of the policyholders do not, and it is a condition of all the policies and annuity contracts that all claims are to be limited to the stock and funds of the society, the participating policyholders are not liable to contribute to the stock and funds, and the non-participating policyholders and annuitants are not entitled to call for any payment personally from them, notwithstanding that the society's deed of settlement establishes the participating policyholders as members of a partnership society.

Semble, *that, if debts have been incurred for the ordinary supplies that the society might want in the course of carrying on its business, those who are participating policyholders at the time the debts are incurred are liable for the payment of those debts, and on the winding up of the society would be placed on the list of contributories in respect thereof. But where, under the deed of settlement, the test of membership of the society is the holding of a participating policy, a participating policyholder is under no liability for debts incurred after the dropping of his policy.*

The Kent Mutual Assurance Society was originally formed under the Friendly Societies Act (10 Geo. 4, c. 56). The rules were duly confirmed and allowed, and the society was enrolled as a mutual friendly society.

Rule 2 stated the objects of the society as a mutual assurance society.

Rule 3 provided that the members of the society should consist of "any persons who have contracted for any endowment, annuity, assurance, or insurance, or for carrying out any of the objects stated in rule 2."

Rule 14 provided that "no individual member of the society is to be liable to the others unless the liability be contracted by some express written document, and signed by the party proposing to become so responsible, and that the members should have no remedy against each other for claims against the society, but be entitled only to payment out of the general stock or funds of the society."

In 1851 the society was registered under the 7 & 8 Vict. c. 110. For this purpose two deeds—a deed of covenant and a deed of settlement—were executed on the 7th April. The deed of covenant recited: "Whereas there is to be no capital of the said society except such as shall arise from the contributions of the members, and it may happen that a sum or sums of money may be required for the purposes of the said society so far as relate to the payment of money which may become due upon any policy or policies, and which the assets of the said society may for the time be insufficient to meet or provide for, and each of the several persons parties hereto of the first part have agreed (but conditionally upon a certificate of complete registration under the said Act being obtained) to advance and lend to the said society the sum of £50, at the time in the manner and on the conditions hereinafter mentioned, and that all other persons who may from time to time hereafter be appointed directors of the society shall forthwith after their election execute this deed." And then it was witnessed that "each of them, the several persons parties hereto of the first part doth hereby for himself, his heirs, executors, and administrators, covenant with the said J. G. Crouch, and F. W. King, their executors

* Reported by Richard Marrack, Esq., Barrister-at-Law.

and administrators in manner following (viz). That if the society called the Kent Mutual Assurrance Society, or by whatever name the same may at any time hereafter be called or known, shall obtain a certificate of complete registration under the said Act of Parliament (but not otherwise), he or his executors, administrators or assigns shall and will advance and lend to the said society any sum or sums of money not exceeding in the whole the sum of £50, which during the period of six years from the date of these presents, the funds and assets of the said society after payment of or providing for all other lawful claims thereon may be insufficient to meet for or in respect of the sums of money which may during such period become payable under any policy or policies granted or to be granted by the said society, and that the same sum or sums of money shall be payable by the now covenanting parties in equal proportions upon calls to be made by the board of directors. And it is hereby declared that it shall be lawful for the board of directors from time to time, as they shall deem expedient, whilst any sum of money payable under any such policy shall remain unpaid to make such call or calls upon the now covenanting parties for the payment of such instalments in respect of the said proposed loans as the board of directors shall from time to time think necessary for satisfying such claims, until the whole of the said sum of £50 shall have been so advanced. . . ."

The deed of settlement recites the execution of this deed of covenant and moreover recites "whereas a society has been formed and enrolled under the Friendly Societies Acts of Parliament for the purpose of effecting insurances upon lives and for other purposes hereinafter expressed upon the mutual assurance principle, and with the view of facilitating the operations of the society and of increasing the powers and authorities thereof, it has been deemed expedient that the said society should be registered under the provisions of the Act of Parliament passed in the 8th year of her present Majesty Queen Victoria, entitled 'An Act for the Registration, Incorporation and Regulation of Joint Stock Companies,' but so, nevertheless, as not to prejudice or affect the powers and privileges of the said society resulting from such enrolment."

And the following provisions are contained in this deed of settlement:—

Clause 1. "The word 'member' shall mean every person who shall have accepted any policy of assurance from the society—on the terms of participating in the profits of the society. . . ."

Clause 2. "That the said parties hereto of the first part and all other persons (if any) who may hereafter become members as hereinbefore defined, shall and will, so long as they continue to be such members, be and continue a partnership society until dissolved according to the provisions hereinafter for that purpose contained, and (until the same shall be altered as hereinafter provided) under the name of the Kent Mutual Assurance Society."

Clause 8 provided that the Guarantee Fund should be invested and suffered to accumulate, and should be deemed applicable, and be applied if required as a guarantee for all the liabilities of the society, "but nevertheless the primary object to which the same shall be applicable and be applied, shall be to form a sinking fund for the liquidation of loans, and when and so soon as the amount of the Guarantee Fund shall be equal to the amount of the loans actually due by the society, or sooner if the directors shall deem advisable, the same shall be applied in or towards payment of such loans, or of a competent part thereof if the total amount shall exceed the Guarantee Fund. . ."

Clause 9. "That after all loans due from the society shall have been repaid out of the Guarantee Fund, or out of the general funds of the society, or so soon as the Guarantee Fund shall equal the amount of loans for the time being outstanding and owing from the society, there shall at every subsequent calculation of net profits, as aforesaid, be carried over or set apart to the Guarantee Fund one-fifth part only of such profits, and the remaining four-fifths shall be distributed among the members by way of bonus, as hereinbefore directed concerning three-fifths of the net profits hereinbefore provided to be appropriated by way of bonus."

Clause 94. "That it shall and may be lawful for the directors, and they are hereby specially empowered for and on behalf of the society without the previous authority, or subsequent ratification of a general meeting of the society, and without other authority or ratification than this present clause, immediately or otherwise, from time to time as they shall deem expedient to borrow for the purposes of the society any sum or sums of money not exceeding in the whole the sum of £20,000. But, nevertheless, no such sum or sums of money shall be borrowed unless and until a resolution to that effect shall have been passed by a special board of directors, and such resolution shall have been confirmed by a majority at another special board of directors convened to consider the propriety of such loan. And it shall be lawful for the directors after resolution and confirmation hereinbefore required shall have been obtained to raise all and singular such sums and sum of money on the security of the society, or any portion thereof individually on such terms and in such manner as the directors may think proper, and for that purpose to make and execute any mortgage or other pledge under the common seal of the society, or to deposit any of the documents of title of the society, to any property and with such powers of sale and special provisions as the directors shall deem reasonable, or by bond under the common seal of the society, or note or notes-of-hand, and the person or persons advancing the money shall not be bound to inquire into the occasion for such loan, or into the validity of the resolution (if any) of the board of directors, or of the confirmation thereof authorising the same and except as aforesaid it shall not be lawful for the society or for the directors on behalf of the society otherwise than in the ordinary course of business, and for the current expenditure of the company to contract any debt or debts whatever."

Clause 132. "That the directors signing policies or instruments securing annuities or endowments, or other provisions, or entering into contracts in pursuance of the deed of settlement, shall not be personally liable to the persons to whom policies shall have been so given, or annuities, endowments, or other provisions so granted, or with whom contracts shall have been so made, or their representatives further or otherwise than as they may individually have been party or privy to the misapplication of any of the said funds or property which would otherwise have been applicable to the discharge of the money secured by the said policies, and the annuities, endowments, and other provisions and money to become payable under the said contracts, and neither in respect of persons claiming under the said policies, or persons entitled to the said annuities, endowments, or other provisions, or claiming under the said contracts, nor in respect of any other cause, matter, or thing shall the directors who may have signed policies or instruments, securing annuities, endowments, or other provisions, or entered into contracts, nor any of them their, nor any of their heirs, executors, or administrators be answerable, directly or indirectly beyond their proportionate and just contribution with other the members of the society."

Clauses 133 & 134 provided for the dissolution of the society.

In 1858 the Guarantee Fund had been paid and a new Guarantee Fund was created in lieu thereof and for the same purposes.

Some time after its establishment the society began to issue annuity contracts and policies of assurance without participation in profits. By the terms of these non-participating policies the sums assured were to be paid out of the stock or funds of the society. The annuity contracts were in various forms, but substantially were of two kinds. Gay's was an agreement that if he should at certain dates pay the sum of £5 4s., "then the funds and property of the said society shall, conformably to the rules and regulations thereof be subject and liable to pay to the assured," from and after a certain date, a yearly annuity of £22 during his life: with the proviso that "the funds of the said society shall alone be liable to answer and make good all claims and demands in respect of this policy." Jull's annuity-contract was a bond whereby the society bound themselves and their successors unto certain persons in the penal sum of £400, the condition of this obligation being that if the society should, "out of the stocks or funds of the said society—liable under the terms of the said deed of settlement to answer and pay the same"—pay to the said persons the sum of £20 during the life of Edmund Crouch, then the obligation was to be void; and there was the proviso that the directors should not be "answerable or accountable for the payment of the said annuity or any part thereof directly or indirectly beyond their proportionate and just contribution with the other members of the said society."

In 1861 the society became amalgamated with the Albert Life Assurance Company, and thereafter the premiums on the society's policies were paid to the Albert and the annuities were discharged by the Albert.

In September, 1869, the Albert company was ordered to be wound up, and on the 20th December, 1869, an order was

made on the petition of Mr. Bourton, an annuity-holder, to wind up the Kent Mutual Society.

The point now in question was whether Hummel, and the other participating policyholders of the Kent Mutual, were to be placed on the list of contributories to the society.

Everitt, for Hummel and other participating policyholders.—As regards the non-participating policies and annuity contracts the liability is in all cases expressly limited to the stock and funds of the society. Those funds consisted merely of the accumulation of premiums, and there was no express or implied contract on the part of any members to contribute anything. The stock and funds, which are liable to pay the policies and annuities, were duly transferred to the Albert, who in consideration thereof, undertook to pay the sums assured by the current policies and all obligations of the society. So far, therefore, as regards the non-participating policyholders and annuitants, no personal liability attaches to any of the members of the society. All these members of the society ceased to be members in consequence of their ceasing to be participating policyholders of the society. Not being members of the society, can they be placed on the list of contributories?

Westlake and *Warmington*, for the Kent Mutual Society.—As to the position of the participating policyholders before the amalgamation, the deed of settlement of the society expressly contemplates that the members or participating policyholders should be called upon for payment of debts. The clauses we rely on for this proposition are the 2nd, the 94th, and the 132nd. There is nothing to qualify the natural common law meaning of the word "partnership" there used, which involves this consequence—that all the partners are liable personally for the debts of the society. In the 94th clause the debts which may be contracted in the ordinary course of business are distinctly contrasted with the debts to be incurred by borrowing.

[Lord CAIRNS.—Assume that that clause implies a power to contract a debt in the ordinary course of business and for current expenditure, then you must take along with that the other part of the deed, which, as to the ordinary course of business points out the only way in which a debt is to be contracted. Your observation may apply to that petty expenditure, which may be incurred in insurance offices *ultra* the granting of policies.]

By the 132nd clause the members were to be liable to a proportionate and just contribution to meet the debts on policies. This contribution cannot refer to the voluntary payment of premiums. It must refer to the general unlimited liability of all members of the partnership to meet moneys due on policies and to satisfy other debts. The "stock and funds" of the partnership are not confined to the premiums paid, but include therein all the unlimited liability of the members. The 15th clause of the deed, moreover, refers to the 56th section of the 7 & 8 Vict. c. 110; the deed thus identifies the policyholders with the shareholders. Therefore, before the amalgamation the participating policyholders were, as partners, liable for the general debts of the society, and also for debts on policies and annuities. The amalgamation with the Albert cannot be held to relieve them from any liability which they have incurred to third parties. The history of the society was that they were originally a Mutual Assurance Society, where every person participated in profits. Afterwards, their objects were extended, and they undertook to grant policies to those who should not participate in the profits. They might, if they had chosen, have effected this by means of a share capital, but they thought they could accomplish their purpose better by means of a guarantee fund. But their liability is not thereby affected as regards third parties to whom they have held themselves out as partners, and to whom they have by the express terms of the deed held out the prospects of the contributions for which the members were to be answerable. With regard to the annuity grants there were two forms; one was for an immediate annuity and contained the proviso that the directors should not be answerable for the payment thereof "beyond their proportional and just contribution with the other members of the society." This proviso is not found in the other form, which was for a deferred annuity. In the latter case there were further premiums to pay; whereas in the former case the annuitant had no further connection with the society except to receive his annuity. This may perhaps show that contribution was intended in the latter case and not in the former. Thus the participating policyholders must be held to be contributories, and not only for the general purposes of the society, but also to meet the claims of annuitants and non-participating policyholders. With respect to the proportion in which the liabilities of the members are to be shared *inter se*, we would suggest that upon the same principle as in a partnership liabilities to losses, where nothing is expressed to the contrary, are borne in the same proportion as the profits are shared, the liabilities of the non-participating policyholders *inter se* should be determined by the proportion in which they were to share in the bonuses. As to the method according to which the claim on an annuity is to be valued, the rule should be to take the value of the annuity as at the date when the claim of the annuitant is brought in under the winding up.

Everitt, in reply.

Lord CAIRNS.—This is a case of great peculiarity. The Kent Mutual Assurance Society was in the first place a friendly society, established under the Friendly Societies' Acts, and the third of the rules provided that the members of the society should consist of any persons who should have contracted for any endowment, annuity, assurance, or insurance, or for carrying out any of the objects specified in rule 2: and the 14th rule provided that "No individual member of the society is to be liable to the others, unless the liability be created by some express written document, and signed by the party proposing to become so responsible: and the members shall have no remedy against each other for claims against the society, but be entitled only to payment out of the general stock or funds of the said society." Then, in 1851, the society was registered under the 7 & 8 Vict. c. 110, and for the purpose of registration prepared and executed a deed of settlement. The deed of settlement recites in the first place this: "Whereas a society has been formed and enrolled under the Friendly Societies Acts of Parliament for the purpose of effecting insurances upon lives, and for other purposes hereinafter expressed upon the mutual assurance principles, and with the view of facilitating the operations of the society, and of increasing the powers and authorities thereof, it has been deemed expedient that the said society should be registered under the provisions of the Act of Parliament passed in the 8th year of her present Majesty Queen Victoria, entitled "an Act for the registration, incorporation, and regulation of Joint Stock Companies," but so, nevertheless, as not to prejudice or affect the powers and privileges of the said society resulting from such enrolment," that is, from enrolment as a friendly society. The object, therefore, so far as the intention of the parties was concerned, was to keep the society substantially one of the same character as a friendly society, although for the purpose of being incorporated under the 7 & 8 Vict. c. 110, a deed of settlement would have to be executed, and special provisions made, such as are to be found in the deed. Then the deed provides that throughout its clauses the word "member" shall mean every person who shall have accepted any policy of insurance from the society on the terms of participating in the profits of the society. This is somewhat different from the definition of members in the rules of the society as a friendly society. The rules provided that the members of the society shall consist of "any persons who shall have contracted for any endowment, annuity, assurance, or insurance, or for carrying out any of the objects specified in rule 2." However this is the definition of members as occurring in the deed which was registered under the 7 & 8 Vict. c. 110. Then the 2nd clause provides "that the parties hereto of the first part and all othes persons (if any) who may hereafter become members, as hereinbefore defined," that is, who may hereafter take out participating policies, "shall and will so long as they shall continue to be such members, be and continue a partnership society until dissolved, according to the provisions hereinafter for that purpose contained." Then, without going through the deed at length, it provides in substance that the members, as defined by these words, shall have the control of the affairs of the society, shall choose the executive and vote for the executive, that they shall be registered and returned as the members of the company, but, at the same time, the company shall be allowed to make contracts of assurance on the non-participating principle, and grants of annuities. Then there is a provision by which the directors were authorised to borrow the sum of £20,000, and the clause which authorises that borrowing provides that "except as aforesaid it shall not be lawful for the society or for the directors on behalf of the society, otherwise than in the ordinary course of business and for the current expenditure of the company, to contract any debt or debts whatever." Then there is a provision for the dissolution of of the society which provides that if certain consents are obtained by general meetings, the society may be dissolved, and immediately on the dissolution of the society the directors shall discharge immediate claims, "and shall if practicable obtain from some other insurance company an

undertaking to pay and satisfy the remainder of such claims and demands upon such terms and for such considerations as in the opinion of the directors shall be reasonable or advisable." Then, as an alternative, they may invest the funds of the society to meet the claims that shall be established within six years from the time of dissolution, and then "the directors shall cause all the residue of the funds and property of the society or so much thereof as shall not consist of money to be converted into money." I may say before I leave that clause, that in the result in this particular case, the Kent Company amalgamated with the Albert in 1861, and it has not been disputed that so far as dissolution could take place, the terms of the 133rd and 134th clauses were followed and that the arrangement made with the Albert was an arrangement warranted by thoseclauses, so far as regards the handing over of the funds to and the taking of the engagements by the Albert company. I ought to have said that the 132nd clause provided that the directors should not be personally liable from their signing policies, and that the directors who signed policies should not be answerable directly or indirectly beyond their proportionate and just contribution with other members of the society.

Now, on the whole of this deed this question is raised. Granted that the participating policyholders are the members, and the only members, of the society, what is their position as regards duty to contribute to the assets of the company, as regards liability to pay external debts, and as regards the time during which they must be taken as continuing to be members of the company, and the mode, if any, of their delivering themselves from their liability as members.

Now, as regards debts, in the first place, I may put out of the case the debts by way of annuities and by way of non-participating policies, because having considered the forms in which both of those debts have been contracted, in my opinion the contracts for the non-participating policies and the contracts for the annuities give no right whatever except as against the assets of the company, whatever those assets might be. We have, therefore, to see how far, if at all, the assets could be increased by contributions to be called for from the persons, who are thus styled the members of the company? It appears to me that there is clearly no provision in this deed for calling on the participating policyholders to make any payment in the ordinary sense of calls. It is assumed that the participating policyholders will make payment from time to time in the shape of the premiums on their policies, but the basis of the whole arrangement of this company, and of any mutual insurance company is this, that there will be, if not a legal compulsion, yet a moral compulsion on persons who have commenced insurances to continue to keep them up and to pay the premiums necessary to be paid in order to keep them up. That is the basis of the contract, the foundation of the arrangement in a mutual company. Those who join them know that they have that security and that security only for the swelling and increase of the assets of the company. For their own sake the policyholders will in all probability pay the premiums, and if they do not continue them, the assets of the company will be increased by becoming possessed of, dropped, or lost, or forfeited premiums without any correlative obligation to make any payment in return.

In my opinion, therefore, there is no right as between the company, and those who are thus termed its members to call upon them for any contribution to the capital of the company, nor is there any right for non-participating policyholders, or annuity creditors, who make their contracts upon the footing of this deed and upon the footing of the capital of the company, to call for any payment personally from the participating policyholders.

Now, all that I have said is quite consistent with persons who are creditors in a different character—that is to say, creditors for the ordinary supplies that an insurance company might want in the course of carrying on its business—having a right against those who are the members of the company, at the time the supplies are given to call upon those members of the company, that is, those participating policyholders, to pay demands of that character. They would be ordinary simple contract debts for supplies in the course of carrying on the business of the company; and for debts of that kind it is possible, though it is not necessary to decide that question here, but it is possible that creditors ranging under that head might come forward and require that those who were technically the members of the company at the time the supplies were given should pay these debts.

Then comes the question, when does the liability of members, if there be this liability which I have supposed possible, terminate? Now, with respect to that I am of opinion it is clear upon this deed that inasmuch as the test of membership is the holding of a participating policy in the society, the moment a participating policy is not held, is dropped, is given up, that moment the liability of the person who did hold it ceases—that is to say, his liability with regard to any future claims. His liability for special debts such as I have mentioned, supplies contracted for while he was a member, would remain, his liability for any future debts of any kind would never arise. If it were otherwise, according to this deed, there is no limit to the liability of a member. There is no mode pointed out in the deed by which a member can get clear of the company except the mode I have pointed out, by dropping his policy. It appears to me to be assumed by the deed that the motive of self interest will make persons who have policies continue them; if they do not choose to continue them they are not answerable for not doing so, and they cease to be members.

The result of the whole of these considerations would be this: that, looking at the claims upon the annuities and non-participating policies alone, there would be no liability here on the part of anyone, because the contracts giving rise to those claims have thrown the claims upon the assets alone, and those assets *ex hypothesi* have been made over, consistently with the terms of the deed, to the Albert Company. There might have been a liability in the persons who were formerly the members of the Kent Company, holders of participating policies, to meet other claims, what I call for shortness, claims for ordinary supplies in the course of carrying on the business, and if I found it was possible that there could be such claims I should, perhaps, have felt it my duty to have put the persons who did hold participating policies on the list of contributories in order to meet those possible claims. But looking at the dates, and it being admitted that the participating policyholders in the Kent Company have gone over to the Albert, either by receiving bonuses or by having their policies increased, or otherwise assenting to the transfer—looking at the dates, and it not being proved to me that, in fact, there is any such claim outstanding undisposed of, it appears to me to be clear that I cannot assume there would be any such claim established, or that there could be, and therefore I could not put those persons on the list for that purpose.

The result is singular. There is an order to wind up the Kent Company, but there are no contributories, and therefore I cannot put anyone on the list. I cannot admit any of the claims made against the Kent Company. The winding up order was obtained on the petition of Mr. Bourton, and the order was made providing that his costs should be taxed and paid out of the funds of the society; but there are no funds to pay his costs and I cannot pay them. As regards this particular argument before me, the expenses which have been incurred as to it, both by Mr. Everitt's clients and by Mr. Westlake's clients must be provided for, because I have sanctioned them, and I have found it necessary to have this argument for the purpose of clearing the Albert Company. The interests of the Albert Company both as regards its position as to those transferred claims and its position on any possible claim by way of indemnity required that the matter should be argued and decided. I think, therefore, it is right to provide for the costs of this argument before me as part of the costs in the winding up of the Albert Company.

Westlake.—The costs incurred with respect to the settlement of the list of contributories and all the costs incurred by my clients in this arbitration have been necessary or useful to the Albert.

Lord CAIRNS.—So far from the costs of the petition for winding up having been useful to the Albert, it is that petition that has caused all the mischief; it should never have been presented. If the facts had been brought before the Court, the order would never have been made.

Solicitors, *W. H. Herbert; Harrison, Beal, & Harrisons.*

COURT OF CHANCERY.

MASTER OF THE ROLLS.

Nov. 17—*Re Contract Corporation—Gooch's case. Practice—Affidavit of document by liquidator.*

A summons had been taken out by an alleged contributory to remove his name from the list, on the ground of infancy, and the official liquidator objected, on account of the expense of searching through the papers of the company to file an affidavit of documents in his possession relating to the matter at issue, but offered for inspection.

The *Solicitor-General* and *Bagshawe*, for the alleged contributory.

Sir R. Baggallay, Q.C., and *Chitty*, for the official liquidator

Lord ROMILLY, M.R.—The official liquidator, in a proceeding of this nature, is exactly in the position of a defendant who, under the old practice, was interrogated as to documents. He must furnish the affidavit.

COURT OF BANKRUPTCY.

(Before Mr. Registrar ROCHE, acting as Chief Judge.)

Nov. 21.—*Re Willsmer.*

Bankrupt not heard on question of continuing or annulling bankruptcy.

This was a report under the 84th section of the Bankruptcy Act, 1869, for the decision of the Court as to whether a bankruptcy should continue, or be annulled.

The bankrupt had carried on business as a builder; his secured debts amounted to £3,700, and he had no property except that which was charged. The creditors desired that the bankruptcy should continue, in order that inquiries might be made as to the *bona fides* of the mortgages executed by the bankrupt. At the first meeting the creditors were unable to form a quorum, and the case had been reported to the Court.

Reed, for creditors, in support of the application to continue, cited *Ex parte the English Joint Stock Bank, Re Finney*, L. R. 6 Ch. 79, 19 W. R. 140, as a somewhat analogous case.

R. Griffiths, for the bankrupt.

Mr. Aldridge (solicitor), for the official trustee.

Mr. Registrar ROCHE.—The bankrupt has no right to be heard in opposition to the present application. I think a *primâ facie* case is shown for inquiry; and there will, therefore, be an order that the bankruptcy be prosecuted in the usual manner.

Solicitors for the creditors, *Wragg.*

Solicitors for the bankrupt, *Curling.*

(Before Mr. Registrar MURRAY.)

Nov. 22.—*Re An Attorney.*

This was an application on behalf of Messrs. Foard and Tribe, the executors under the will of a lady named Hirst, for an order to dissolve an interim injunction granted in the matter of an attorney of the court, restraining them from taking further proceedings under a rule obtained in the Court of Common Pleas so far as the proceedings related to the payment by the attorney to the applicants of the sum of £1,840.

The facts which gave rise to the injunction appeared to be these:—

On the 28th of October the attorney filed a petition for liquidation by arrangement or composition under which a first meeting was appointed to be held on the 23rd inst. On the 11th of November a rule *nisi* was granted by the Court of Common Pleas upon the application of Messrs. Foard & Tribe, calling upon the attorney to show cause why his name should not be struck off the roll, or why he should not pay over to the applicants the sum of £1,840; and this rule was now pending. On the 18th inst. Mr. Waddell, the receiver appointed under the liquidation proceedings, applied by his solicitor *ex parte*, and obtained the order now sought to be discharged. In support of that application an affidavit of the receiver was produced which showed that the assets of the debtor consisted of furniture, &c., at his residence, of the estimated value of £1,000, but subject to deterioration in case of forced sale; that the proceedings by Messrs. Foard and Tribe would prove injurious to the interests of the general body of creditors; but no reference was made in the affidavit to the fact that the attorney had been required by the Court of Common Pleas to show cause why his name should not be struck off the rolls.

Bagley, in support of the application, referred to Archbold's Practice in the Queen's Bench, 9th ed. vol. 1 p. 127, title "Summary remedies against attorneys," and contended that this Court had no jurisdiction to interfere with any order the Court of Common Pleas might make as affecting one of its own officers. A court of common law had always jurisdiction to punish its officers for misconduct, and the rule *nisi*, although in the alternative, had evidently been granted with a view to the punishment of the attorney if it was proved that he had been guilty of any offence. [Mr. Registrar MURRAY.—The petition was filed before the Court of Common Pleas granted the rule.] Yes, but the terms of the rule were not brought to the notice of this Court when the injunction was granted; and under the liquidation all the attorney's property would vest in the trustee. Referring to section 49 of the Bankruptcy Act, 1869, and section 4 of the Debtor's Act, 1869, he contended that a defaulting solicitor stood in a different position from an ordinary suitor, and that the present was not a mere question of debtor and creditor, but of alleged misconduct in the profession of an attorney, and the only effect of the injunction would be to screen the delinquent. [Mr. Registrar MURRAY.—Assuming for a moment that a breach of trust has been committed, as to which, of course, I express no opinion, because the facts are not before me, would the creditor be entitled to more than his ordinary right of proof.] Under the old law his debt would be released by the effect of the order under the 159th section, but modern legislation took quite a different view, and the debt was not barred.

Mr. Hackwood, solicitor for the receiver, showed cause.—The object was simply that the debtor's property might be protected, and the injunction was limited in its terms by applying to that only. [Mr. Registrar MURRAY.—The fact that the rule had been obtained in the form in which it now appears is very notably left out of the affidavit upon which the injunction was granted.] He cited the case of Mr. Cotterell, 15 S. J. 757, as an authority for the continuance of the injunction, and said the question was whether the present debt was provable. If the rule were made absolute by the attorney being ordered to pay, an execution could be levied at once. He cited also the 12th section of the Bankruptcy Act, 1869.

Bagley, in reply.—If an execution be levied the receiver or the trustee has his remedy by application to this Court.

Mr. Registrar MURRAY.—I think the injunction must be dissolved. It seems to be a case in which this Court ought not to interfere. It is not the ordinary case of a debt in an action brought at common law or in a suit in equity against a trustee for breach of trust. It is an application to the summary jurisdiction of the Court in the matter of the debtor as an attorney, and in that character a rule *nisi* has been obtained, upon affidavits which have satisfied the Court of Common Pleas, against the debtor as an officer of the court. [His Honour referred to the terms of the rule *nisi*.] It seems to me that it would be productive of very great inconvenience if a debtor against whom an application of this nature is pending can evade it and frustrate the decision of the Court by filing a petition for liquidation. The applicants in this case had a perfect right to appeal to the summary jurisdiction of the Court, and the debtor will no doubt at some future time show cause against the rule which they have obtained. According to Archbold's Practice and the authorities there cited the Courts will act upon rules of law and conscience, and not upon merely technical rules, and it will be for the Court of Common Pleas to say what punishment this gentleman is to receive, supposing the charge be established against him. If an order be made for payment it will be quite time enough for the receiver to apply to this Court. I must assume that the Court of Common Pleas will be quite competent to deal with this matter, and I think this Court ought not to interfere. I may add that I cannot help thinking that if the facts had been prominently brought to the notice of the Court upon the injunction being applied for it would never have been granted and the view would have been taken that the Court in the exercise of its discretion ought not to interfere.

Injunction dissolved with costs.

Solicitor for the executors, *Willett*,

Solicitors for the receiver, *Linklater, Hackwood & Addison.*

CENTRAL CRIMINAL COURT.

(Before the DEPUTY-RECORDER.)

Nov. 20.—Mr. Thomas Joseph George, a solicitor, was called upon to surrender to answer a charge of wilful and corrupt perjury.

This case was adjourned from the May session, on the ground that the matters in dispute between the prosecutor and the defendant were before the Court of Chancery, and that the criminal charge ought not to be pressed on before a decision had been arrived at in the superior court.

Metcalfe, for the prosecution, now stated that since the adjournment had taken place the whole of the facts had

been under the consideration of the Court of Chancery, and the Vice-Chancellor had expressed an opinion, after making himself fully acquainted with all the matters in dispute between the parties, that all litigation ought to cease, and that the criminal charge should not be proceeded with. He added that he felt that there would be a good deal of difficulty in supporting the charge of perjury, and he was desirous, after what had been stated by the Vice-Chancellor, to withdraw from offering any evidence against the defendant.

Straight, for the defendant, said that the whole of the matters had been fully inquired into by the Vice-Chancellor, and he had come to the decision that the criminal charge ought not to be proceeded with.

The DEPUTY-RECORDER said that, under the circumstances, he thought he ought to consent to the course proposed by the learned counsel for the prosecution, and

A verdict of Not Guilty was accordingly taken.

APPOINTMENTS.

Mr. EDWIN HOOPER, solicitor, of Tamworth, has been re-elected Mayor of that borough for the ensuing year. Mr. Hooper was admitted in 1855.

Mr. FRANCIS TREGONWELL JOHNS, solicitor, of Blandford, Dorsetshire, has been elected Mayor of that town for the ensuing year. Mr. Johns was certificated in 1843, and is senior member of the local firm of Johns & Traill

Mr. GEORGE WARNER LAWTON, solicitor, of Eye, in Suffolk, has been re-elected Mayor of that borough for the ensuing year. Mr. Lawton was admitted in 1829, and was for many years Town Clerk of Eye.

Mr. SAMUEL PEED, solicitor, of Cambridge, has been re-elected Mayor of that borough for the ensuing year. Mr. Peed was certificated in 1843.

Mr. JOSEPH CHAFFEY MOORE, solicitor, of Yeovil, Somersetshire, has been elected Mayor of that borough for the ensuing year. Mr. Moore was admitted in 1856.

GENERAL CORRESPONDENCE.

JUSTICE FOR THE TRADESMEN.

Sir,—It is surely necessary to do something to counteract the baneful effects upon the trader of that very benevolent and quixotic piece of legislation, the abolition of imprisonment for debt. That such an exemption should be made in favour of the honest bankrupt is admitted universally to be desirable, but that the Dick Swivellers, and worse, that the vicious swindlers of the day, should escape so easily, is a matter of deep concern to the commercial community. It is useless to say that the honest traders must give no credit. In numbers of instances this would be tantamount to closing their establishments: in order to carry on business at all many tradesmen must give credit.

This quixotic piece of legislation therefore strikes very hardly upon a large and respectable community, and as it was passed without any sort of compensation to their class it is only fair that they should be considered, and their case ameliorated whenever and wherever it is practicable.

Practically it has been assumed that it is right for those who resort to our law courts to pay for the advantage they gain in the shape of court fees, and very hardly does this "black mail" fall upon the trader, whose only hope of repayment frequently rests in a resort to our smaller courts, and that hope turns out but too frequently to be as delusive as it is expensive.

The fees thus payable are enormous, amounting on the average to 50 and even in some classes of trade to 75 per cent. of the amount recovered, and frequently there is no return for the expenditure, and sometimes a heavy loss. There is no necessity for such an enormous expenditure, and the nation having deprived creditors of the chief fruit of obtaining judgment ought no longer to insist upon a strict fulfilment of the ancient custom of enforcing payment for "justice."

In the majority of cases there is no necessity why the costs of recovering judgment should not be reckoned in pence in lieu of pounds. A very little consideration will make this quite clear. In the majority of cases there is no defence; the debt must be admitted as soon as the case is heard, and the costs of recovery may therefore be regarded as an expensive rate of interest paid by the insolvent debtor for the time he acquires through the law's delay. This is quite just as regards him, but unjust as regards his creditor, who has to pay it back to the State, or to the lawyers, and frequently he has to bear his share of expenses when he recovers nothing for his time and trouble.

Now, why should not judgment be obtained, as a matter of course, in quicker time and at a trifling expense in all these cases? The law permits this to be done in the case of a bill of exchange—why not when a simple debt is owing? In what consists the difference between these several obligations?

If the Legislature would only use the Post-office for this business, which is quite as nearly connected with the delivery of letters as the telegraph or savings bank, judgment might be obtained very easily, and just as effectually as at present, for a very trifling cost.

If a man desires to transmit a certain sum of money by means of the post, he obtains a note for it, which he forwards to his correspondent: why should he not be allowed to obtain a note for himself just as easily, which would have all the effect of a judgment, and transmit a copy of it to his debtor by means of the post.

It would be a terrible engine in the hands of a respectable shopkeeper that he would be able to say to his debtors—"Gentlemen, I can no longer afford to give you credit; I must deposit certain notes with my banker, which must represent the moneys you owe to me." The debtor would feel that he was indeed, in the language of ancient writ, handed over to the torturer.

Suppose the creditor paid for such note at the rate people now pay for their Post-office orders, with an additional rate equivalent to that paid for registration of letters for transmission of a copy of the note to the debtor, judgment might be obtained at the cost of twopence in the pound, from which, as there would be a very large business, no inconsiderable income would be derived, which would go some way, and perhaps a long way, towards paying the enormous deficit which would be created in the Suitors' Fee Fund by the withdrawal of the black mail now exacted from that unfortunate body the "creditors." The very magnitude of this loss to the State only proves the justice of the case.

It may be objected that the ease with which judgment could be obtained might lead to abuses. Surely this could be checked by the adjustment of severe penalties for abusing the system, and as service of process would be effected by the State, it would be at least as safe as the present system, by which it is possible to obtain judgment with the aid of a little false swearing without any service at all.

Of course the expense here indicated would not cover that of execution; it would remain precisely as it exists at present, or until some better system be devised; for in truth the present system is unsatisfactory in many cases, and might readily be improved to the benefit of all parties, except that of the bailiffs and their coadjutors the pimps and touts of the auction room; but, in fact, if this system were adopted in the great majority of cases process would end with service of the Post-office order, and the careless debtor, the greatest enemy of the honest shopkeeper, would be compelled to be more true and exact in his dealings with him.

This would be a great boon to the shopkeeper, and many an honest dealer would be kept out of the *Gazette*; for, under the present system, so much time is necessary to be spent before the fruits of judgment can be obtained, to say nothing of the fresh outlay of money that the trader cannot use, the assets he really possesses, and sinks, though in fact solvent, and capable, if he had but time, to meet his engagements. It is not difficult to devise a mode by which these notes could be put into execution by analogy to the process of the Bills of Exchange Act. Ten days might elapse from service of the note or order before execution could be enforced; the tradesman might, to please his customer, keep these orders in hand till necessity compelled him to use them, when they would become negotiable according to the solvency of the customer.

If the debt were disputable the debtors would of course be allowed every facility to take the claim into the county court in which the post-office was situated for trial, upon payment of a proper per centage into the post-office to answer for costs if he were wrong, such amounts to be covered by the creditor paying a similar sum, as a guarantee of his *bona fides*, so that a search would be necessary at the county court before the note could be accepted as a judgment. When it is considered how few such "judgments" or

orders a man would receive in the course of the year compared to the number of his ordinary letters, it is clear that the work of the Post-office would not materially be augmented, especially as these orders could be delivered during the slack part of the day, and no machinery could be so efficient as that of the Post-office, for no body of men could be so well acquainted with the addresses of the public as postmen, who would escape the mistakes which those less instructed would naturally fall into.

The loss to the Suitors' Fee Fund would not be so great as at first sight would appear, for if the trader were to inform his debtor that he only used this means not to enforce payment, but to "fund" his debt so to speak, he could not very well object to it, and therefore there would be an enormous amount of this negociable paper afloat far exceeding in the aggregate the sums which now appear upon the records of the court, and if the fees be small the greater amount recovered would go far to lesson the deficiency; so that after all this justice to the creditor might be granted at comparatively small expense to the community.

The effect upon the mercantile community of the existance of such an enormous mass of paper money, would tend greatly to extend credit in the best manner, and so to counteract the effect which the restriction caused by the abolition of imprisonment for debt has naturally produced upon trade. It is impossible rightly to appreciate the effect of such a flood of bills, or almost of bank notes, which this measure would create, but certainly it would tend to strengthen credit and give solidity to those whose very existance as traders is so often perilled through the backwardness of their customers to pay their debts, and it would have another good effect, those individuals whose impecuniosity is now kept a secret would find it very difficult to obtain credit; indeed, in every way this would be a safe and conservative measure, and the mercantile community are entitled to receive it.—I am your obedient servant,

PYM YEATMAN.

Middle Temple, Nov. 24.

OBITUARY.

MR. A. A. PARK.

Mr. Alexander Allan Park, the senior master of the Court of Common Pleas, died at his residence in Twickenham on the 21st November, in the 70th year of his age. The deceased master was the younger son of the late Right Hon. Sir James Allan Park, one of the judges of the Court of Common Pleas (who died in 1839), and was educated at Harrow and at the University of Oxford. He was called to the bar at Lincoln's-inn in May, 1827, and was soon after appointed a master of the Court of Common Pleas, which office he has held for upwards of forty years. Master Park was much respected by the profession, and by the suitors who transacted business before him. His elder brother, the Rev. James Allan Park, who had been rector of Elwick Hall, in the diocese of Durham, since 1828, died only so recently as the 8th November last.

MR. C. MADDOCK.

Mr. Charles Maddock, M.A., solicitor, expired at his chambers in Serjeants'-inn, Temple, on the 15th November. He was educated at Corpus Christi College, Cambridge, where he graduated B.A. in 1843. He was admitted in 1849. Mr. Maddock was a commissioner to administer oaths in chancery, and also in the common law courts. He likewise practised as an attorney in the Lord Mayor's Court.

The senior mastership of the Court of Common Pleas, which has become vacant by the death of Mr. A. A. Park, is worth £2,000 per annum, while Masters Gordon, Airey, and Bennett receive £1,500 each, and the salary of Mr. Kaye, the junior master, is £1,200 per annum.

A conditional order has been granted to remove into the Queen's Bench, Dublin, the trial of the policemen charged with assaults on the occasion of the riots in the Phœnix-park during the Prince of Wales' visit.

Mr. Wallington Coates, solicitor, of Stanton Drew, near Bristol, met with a fatal accident while hunting on the 13th November. While crossing a field his horse threw him, and he died from internal injuries received. He was certificated in 1847.

SOCIETIES AND INSTITUTIONS.

ARTICLED CLERKS' SOCIETY.

THE COMMITTEE'S ANNUAL REPORT FOR 1870-1871.

GENTLEMEN,—Pursuant to the rules of the society we present our annual report of its proceedings. The leading characteristic of the past session has been the successful carrying out of the scheme adopted by the society, shortly before your committee took office, for facilitating discussion on public statutes and bills pending in Parliament.

The experience of the first few meetings showed the desirability of limiting the scheme to the discussion of bills not passed, and of revising the method of bringing them before the society. The rules were accordingly amended in these respects, and since that time the new Department for Parliamentary Proceedings has occasioned many very interesting debates, and has brought before the notice of the society, and enabled it to pass its opinion on, most of the important measures which, during the past sitting of Parliament, have engaged the attention of the Legislature.

The engagement of a paid reporter having been discontinued, the reporting has since been under the care of a member of the committee, with a result with which your committee have every reason to be satisfied.

The election of Parliamentary secretary and honorary reporter, and the retirement of the late treasurer of the society, have necessitated several changes in the committee, but without, as your committee trusts, impairing its efficiency.

Thirty-five meetings have been held during the session, and your committee observe with pleasure that, with this increased number of meetings, there has also been an increased average of attendance of members.

The following subjects have been discussed:—The desirability of legislation to prevent the circulation of corrupting literature; the attitude of Russia with regard to the Treaty of 1856; marriage with deceased wife's sister; the liability of railway companies in case of accidents to passengers; the necessity of legislation with regard to horse racing and betting; the marriage laws of the United Kingdom; the proceedings of the Government; free trade; the amalgamation of the profession; the expediency of debarring the clergy from sitting in the House of Commons; female lsuffrage; the Irish policy of the Government; the criminal iability of married women; the extension of the county courts' jurisdiction; the proper constitution of the proposed Law University; and primogeniture.

The following Acts and Bills have been considered:—The Married Women's Property Act, 1870; the Education Act, 1870; the Apportionment Act, 1870; the Attorneys and Solicitors' Act, 1870; the University Tests Bill; the Trades Union Bill; the Army Regulation Bill; the Ballot Bill; and the Licensing Bill.

Your committee feel assured that the treasurer's report—showing, as it does, an increased income and a decreased expenditure—will meet with the approval of the society.

The Legal Correspondence Department is also financially in a satisfactory condition.

During the past session three provincial law students' socities—viz., the Wakefield Articled Clerks' Society, the Yarmouth Articled Clerks' Society, and the Exeter Law Students' Society—have united themselves with this society. Our relations with these societies, of whom there are now thirteen connected with us, are extremely cordial, and a constant correspondence with them takes place, through the Secretary for Societies in Union, on matters connected with the working of the societies, and the general interests of the profession.

The Davis Prize for last Session, consisting of books of the value of £5 5s., was awarded to Mr. George Whale, as the writer of the best essay on Privileged Communications.

Mr. L. B. Mozley, a member of this society, obtained the Atkinson gold medal for last year; and Mr. Plant, also a member of this society, has obtained one of the prizes of the Incorporated Law Society.

In conclusion your committee would draw the attention of the society to the great results that are being daily effected by the combination of interests, and would express a hope that, at a time when so many changes are contemplated in legal educatien and in the constitution of our judicial system, this society, formed to improve the status and protect the interests of the younger members of the

profession, may continue to receive the hearty support both of law students themselves, and also of those older members of the profession who have its future welfare at heart.—Signed on behalf of the committee,

JOHN PARKER, Secretary.

LAW STUDENTS' DEBATING SOCIETY.

This society held its usual weekly meeting at the Law Institution, on Tuesday last, when Mr. A. G. Harvie (for Mr. Hargreaves) occupied the chair. The question discussed was No. 483 legal, "A. promised to marry B. on his father's death; before that event happened A. refused to fulfil his promise; can B. at once maintain an action as upon a breach of promise?" *Frost* v. *Knight*, L. R. 5 Ex. 322, 19 W. R. 77. The debate was opened by Mr. A. G. Harvie (Mr. Austin temporarily occupying the chair), in the affirmative, but decided in the negative by a majority of seven.

LIVERPOOL LAW STUDENTS' SOCIETY.

A meeting of this society was held on Thursday, November 16th inst, at the Law Library, Mr. T. E. Stephens in the chair. The subject for discussion was, "Is it desirable to create life peerages, or otherwise to alter the constitution of the House of Lords?"

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

INNER TEMPLE, Nov. 17.—Theodore Ribton, B.A., Cambridge, holder of the studentship awarded in Trinity Term last; Hugh Francis M'Dermott, B.A., Dublin, holder of an exhibition awarded in July, 1870, and of an exhibition awarded at the general examination in Trinity Term last; Seward William Brice, M.A., LL.B., London, holder of an exhibition awarded in Michaelmas Term, 1870. Thomas Tomlinson, Jun., M.A., Oxford; Charles Edmund Maurice, B.A., Oxford; Andrie Ferdinand Stockenström Maasdorp, B.A., London; James Mowatt, M.A., Cambridge; Clement Higgins, B.A., Cambridge; Charles Comyns Tucker, M.A., Oxford; Forster M'Geachy Alleyne, B.A., S.C.L., Oxford; Frederic Philip Tomlinson, M.A., Cambridge; Charles Mellor, B.A., Cambridge; George Disney Jelf, M.A., Oxford; Hercules Tennant; Robert Bruce Russell, B.A., S.C.L., Oxford; John Alexander Scott, B.A., Oxford; Samuel Thomas Fitzherbert, B.A., Cambridge; Edgecumbe Ferguson Edwardes, B.A., Cambridge; Henry Warlters Horne, B.A., Oxford; Charles George Oates, B.A., Cambridge; the Hon. Henry Robert Orde Powlett, B.A., Cambridge; Charles Conyers Massy Baker, B.A., Oxford; Charles Erskine Vertue, B.A., Oxford; Charles Edward Cuthell, Cambridge; John Dickinson, LL.B., Cambridge; John Harvey Torrens Roupell, B.A., Cambridge; William Edward Nicolson Browne, Oxford; Louis Bingham Gaches, B.A., LL.B., Cambridge; Charles Doyle; John Lucas Walker, LL.B., Cambridge; and Charles Henri Louis Webster Wilmot, Esqs.

MIDDLE TEMPLE.—Allan William O'Neill, B.A., Dublin; William Litton Woodroffe, B.A., Trinity College, Dublin; Maurice Denis Kavanagh, LL.D.; Samuel Lewis, London; Alfred Cock; John Stapleton Martin, B.A., Cambridge; Herbert Appold Grueber; George Woodford Sherlock, B.A., Dublin; George Edward Aubert Ross; Henry Watts Rooke; Ellis James Davis; Harry Whiteside Cook; Walter Charles Henry Sutherland; John Edwin Howard; Reginald Charles Edward Plumptre; Lewis Edmund Glyn, Oxford; Henry Perrean de Tourville; Felix Henry Gottlieb, Esqs.

LINCOLN'S-INN.—John Watt Smyth (certificate of honour, first class C.L.E.), Queen's University in Ireland; George Somes, M.A., Oxford; David FitzGerald, London; George Edward Sherston Baker; Alfred John Pound, B.A., Oxford; George Farwell, B.A., Oxford; Alfred Andrew Andrew, B.A., Cambridge; Edward Bond, M.A., Oxford; Henry Edward Sweeting, B.A., Oxford; Lord Edmond George Fitzmaurice, B.A., Cambridge; Malcolm Gasper, Calcutta University; Edward Stanley Roscoe; Ernest Edwin Witt, M.A., Cambridge; Edmund Robertson, Oxford, and Vinerian Scholar M.A., University of St. Andrew's; Ernest Mathews, B.A., Oxford; Thomas Francis Alexander Day; Marcus William Mott; Hugh Eden Eardley Wilmot; Samuel James Rice, Cambridge; and Malcolm Peter Gasper, Esqs.

GRAY'S-INN.—Edward Osborne Hilliard, of the Irish bar, and John Proctor (Lee prizeman, 1870), Esqs.

COURT PAPERS.

QUEEN'S BENCH.

This Court will, on Monday, the 27th, Tuesday, the 28th, and Wednesday, the 29th days of November instant, hold sittings, and will proceed in disposing of the cases in the new trial, special, and Crown papers, and any other matters then pending, and will also hold a sitting on Monday, the 11th day of December next, for the purpose of giving judgments only.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 24, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 93⅞	Annuities, April, '85
Ditto for Account, Dec. 3, 93⅜	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 7 p m
New 3 per Cent., 91½	Ditto, £500, Do — 7 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 7 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 238
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 109
Ditto 5 per Cent., July, '80 113	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 104	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b. 20 p m
Ditto Enfaced Ppr., 4 per Cent. 96½	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	104
Stock	Caledonian	100	118¾
Stock	Glasgow and South-Western	100	124
Stock	Great Eastern Ordinary Stock	100	49
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	138½
Stock	Do., A Stock*	100	161¾
Stock	Great Southern and Western of Ireland	100	106
Stock	Great Western—Original	100	110¼
Stock	Lancashire and Yorkshire	100	157
Stock	London, Brighton, and South Coast	100	68¼
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	148½
Stock	London and South-Western	100	109
Stock	Manchester, Sheffield, and Lincoln	100	76
Stock	Metropolitan	100	73
Stock	Midland	100	138
Stock	Do., Birmingham and Derby	100	108
Stock	North British	100	59
Stock	North London	100	125
Stock	North Staffordshire	100	76
Stock	South Devon	100	72
Stock	South-Eastern	100	98
Stock	Taff Vale	100	162

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There has been no further alteration in the Bank rate this week. The railway market has been very firm on the whole, and an advance established in Great Western, London and South Western, Great Northern and some other leading lines. The foreign market is also firm.

It is announced that investors in the Five per Cent. Funded Loan of the United States may have their bonds registered in the purchasers' names at the banking-house of Jay Cooke, McCulloch, and Co., Lombard-street; and dividend warrants will be mailed quarterly from the United States Treasury direct to the holders' address.

The prospectus of the Bilbao Iron Ore Company (limited), with a capital of £500,000 in £500 shares was issued yesterday. The company has been formed for the purpose of acquiring the concessions from the Spanish Government, held

by Sir John Brown and William Fowler, Esq., of the extenive and valuable iron mines known as the Mines of Galdames (called La Escarpada) La Cenefa, Berango, Moruecos, and El Cerrillo, near Bilbao, all in the province of Biscay, and for working the same, and for making and working railways in connection therewith, and for other purposes, as set forth in the memorandum of association. It is stated that the mines of the Bilbao district have been worked from time immemorial, are celebrated for their purity and richness, and yield from 50 to 60 per cent. of metallic iron, and that the analysis of the ores proves they are the nearest approach in composition to the hematites of Cumberland. The company purposes to build steamers specially adapted for carrying the ore, so as to insure regular deliveries. The maximum estimated cost of freight is 10s. per ton, so that the ore can be delivered into South Wales ports at a cost price of 13s. 6d. to 14s. per ton. English hematites cannot now be bought under 32s., and for many years the price has not been under 18s. per ton at the same ports. The ore can be raised and placed free on board at an estimated cost of 3s. 6d. to 4s. a ton, inclusive of Royalty.

Messrs. Robinson, Fleming & Co. are authorised by the Consul-General in London of the Republic of Paraguay to invite subscriptions for an Eight per Cent. Public Works' Loan of the Republic of Paraguay, under Acts of Legislature of the Republic, of the 6th December, 1870, and 17th May, 1871, amounting to £1,000,000 stock, in bonds of £1,000, £500 and £100 each, bearing interest from 15th September, 1871. Redeemable at par by means of an accumulative sinking fund of 2 per cent. per annum in about twenty-one years, by quarterly drawings—principal and interest payable quarterly in London. By special stipulation of the general bond this loan is to be free from all Paraguayan taxes. The price of issue is £80 per cent. The bonds will bear interest at the rate of 8 per cent. per annum, payable quarterly; the first quarter's interest will fall due 15th December, 1871. The bonds drawn will be payable on the 15th March, 15th June, 15th September and 15th December next succeeding the drawing. The first drawing will take place 15th May, 1872. By the general bond, this loan, which is the first public loan of Paraguay, is secured as a first charge by special hypothecation on the customs and general revenues of the Republic, and on the whole property of the State, including its public lands, which alone are valued in the official reports at £35,000,000; its public buildings; and likewise the State railway, now completed and at work for 72 kilometres. The principal objects proposed to be effected by this loan are to liquidate the floating debt of about £213,000, and to complete the State railways from Asunçion to Villa Rica, and aid generally in the restoration of roads and public works and the development of the resources of the country. At the price of issue, and taking into account the action of the sinking fund, this loan promises to yield to subscribers a return of about 11¼ per cent. per annum. It is notified by Messrs. Robinson, Fleming, & Co., that in consequence of the large number of applications received, the lists of subscription will be closed this day at 3 o'clock for London, and on Monday for country applications. The price improved to 1¼ and 1¾ prem.

The prospectus of the Leicestershire Ironstone and Smelting Company, Limited, has been issued, the capital being £200,000, in 20,000 shares of £10 each. It states that the company has been formed to purchase about 1,000 acres of valuable freehold land, situate in the parishes of Holt, Medbourne, and Bradley, in Leicestershire, and about midway between the towns of Market Harborough and Uppingham, on the borders of Northamptonshire, and contiguous to the Medbourne Bridge station on the Stamford and Rugby branch of the London and North-Western railway, and to work, vend, and smelt the ironstone therein, and for smelting purposes to take powers to erect blast furnaces. The estate consists of highly productive arable, pasture, and meadow land, with farmhouses, homesteads, and buildings, and is let to responsible tenants, at a rental of about £2,000 per annum, which may be increased by the erection of dwellings for the labour of the district. The geological position of the estate is in the Oolitic formation, in which are the Northamptonshire beds of ironstone; and the beds of ironstone in this property are calculated by a high authority (Mr. John Roseby), to contain more than sixteen millions of tons, which is equal to a vend of 300,000 tons of ore per annum for fifty-four years. It is important to notice that, after the removal of the ironstone and replacement of the top soil, the surface can be restored for cultivation. Large quantities of this class of ore are vended into Staffordshire, Derbyshire, and South Wales, where it meets with a ready and increasing market. Upon the estate are also large beds of gravel; sand for the preparation of pig-iron beds; and a superior brick-earth. It is estimated that the expense of laying out the ironstone beds for an out-put of 300,000 tons yearly will not exceed £6,000, and that the cost of working and delivering into trucks will not average more than *one shilling per ton*, as the ore is obtainable chiefly by quarrying, and can be opened out sufficiently in three months to deliver this quantity. It is proposed to vend 150,000 tons, and also to smelt 150,000 tons of ore per annum, subject to such deviations as circumstances may render desirable. The selling price of the ore in Staffordshire is 6s. 6d. to 7s. a ton, and the total cost (calculated at 4s. 1d. delivered there), would leave a profit of 2s. to 2s. 6d. per ton. The demand for first-class iron ores of all kinds exceeds the supply, and prices have advanced accordingly; and never before has there been such an impetus giving to ironstone mining. The demand for pig-iron is altogether unprecedented. Makers are, in many instances, over sold, and there is no probability of other than a great expansion of business in the iron trade. An agreement has been entered into for the purchase of this property for the sum of £110,000 in cash, and £28,000 in fully paid up shares, a price which is twopence per ton for the ironstone, exclusive of the agricultural value and the lower ironstone bed. An offer has recently been made by one of the largest rail-makers in the county for 50,000 tons of pig iron to be made from this ore, at a very remunerative price. The share list will close on Tuesday, the 28th inst., for London, and on Thursday, the 30th inst., for the country.

The Lord Chancellor will complete his seventieth year on Wednesday next, his Lordship having been born in London on the 29th November, 1801.

Application is to be made to Parliament next session for the appointment of a stipendiary magistrate for the petty-sessional division of Pontypridd, in the county of Glamorgan.

The registrarship of the Spilsby County Court, in Lincolnshire (Circuit No. 17), has become vacant by the death of Mr. Edward Walker, solicitor, who expired at the Manor House, Spilsby, on the 15th November, aged thirty-seven years. Mr. Walker was admitted in 1858.

Musical copyright is protected in Spain, as the Madrid Law Courts have cast an opera-director in damages for having performed one of M. Offenbach's works without his authority, which means paying for their performance.—*Athenæum.*

In the case of Mr. H. D. Macleod, who had been employed by the Digest of Law Commission to prepare the Specimen Digest on Bills of Exchange, Notes, &c., and who recently prosecuted a claim against the Crown, afterwards referred to arbitration—the arbitrator's decision has been given. The petitioner has been awarded £625 and the costs of the reference. The sum previously paid to him was £875.

The name of Mr. Joseph Rayner, formerly of Stead House, near Huddersfield, Yorkshire, now of West Bank, Blundell Lands, Liverpool, solicitor, and town clerk of Liverpool, and previously of Bradford, has been inserted in the commission of the peace for the West Riding of Yorkshire.

THE "MEGÆRA" COMMISSION.—The Right Honourable Abraham Brewster, late Lord Chancellor of Ireland, and Mr. H. C. Rothery, Registrar of the High Court of Admiralty, are the legal members of the Commission (of which Lord Lawrence is chairman) appointed to inquire into the circumstances attending the equipment and loss of her Majesty's ship *Megæra*.

THE LONG VACATION IN AMERICA.— The subject of legal reform seems to have occupied a very prominent position among the subjects discussed at the Social Science Congress recently held in England, and among the papers read on that subject that of Mr. Vernon Harcourt appears to have attracted the most attention. One of the reforms recommended by Mr. Harcourt is the abolition of the "Long Vaca-

tion." "What," says he, "can be more monstrous than that a man whose rights are invaded is substantially, for three months in the year, without redress?" Of course this is very bad theoretically, but, practically, we apprehend the injury is not so monstrous after all. The arrangement of vacation judges might perhaps be a little changed for the better, but the instances are rare indeed in which substantial justice is denied or defeated by the long vacation. In this country the profession has no such established "breathing spell," but the attorneys manage, by special agreement or otherwise, to "put over" all business from June to September. Mr. Harcourt suggests that the physicians and others have no "long vacations," and that, therefore, the lawyers should not. But we all know that a law suit can bide its time much better than a fever—much better, indeed, than most of the business to which men are devoted. We believe in the "long vacation." No class of men are so harassed and wearied by their vocation as the lawyer, and we believe in any thing tending to rest and relaxation. We have only to regret that we have not a "long vacation" in this country.—*Albany Law Journal.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ARMSTRONG—On Nov. 16, at 46, Weymouth-street, the wife of John Armstrong, of Lincoln's-inn, barrister-at-law, of a daughter.

BAXTER—On Nov. 18, at Lewes, the wife of Wynne E. Baxter, Esq., solicitor, of Lewes, and 18, Laurence Pountney-hill, Cannon-street, of a son.

BELL—On Nov. 19, at Mapperley House, Lee, Kent, the wife of Charles Bell, solicitor, of a son.

CAMPBELL—On Nov. 20, at 37, Elvaston-place, the wife of Robert Campbell, Esq., barrister, Lincoln's-inn, of a son.

DONALDSON—On Nov. 22, at Park Cottage, Hampton Court, the wife of William Leverton Donaldson, Esq., barrister-at-law, of a daughter.

SAINT—On Nov. 21, at Groombridge Place, Kent, the wife of John James Heath Saint, Esq., of the Inner Temple, barrister-at-law, of a son.

WOOTTON—On Nov. 18, at Ealing, the wife of John C. Wootton of a daughter.

MARRIAGES.

DRAPER—FAYLE—On Thursday, Nov. 16, at the Cantonment Church, Rangoon, George Francis Travers, barrister-at-law, Middle Temple, eldest son of the Rev. John L. Draper, Tullow Rectory, county Carlow, Ireland, to Annie Caroline, eldest daughter of Higginson Fayle, Esq., Chatham.

GIRLING—PATRICK—On Nov. 16, at Wiggenhall, St. German's, Norfolk, Nathaniel Girling, Esq., solicitor, of East Dereham, Norfolk, to Susanna Yeatherd, only daughter of Jarman Patrick, Esq., of Wiggenhall, St. Germans.

WALKER—WOOD—On Nov. 22, at St. Martin's Church, Scarborough, Edward Robinson Walker, of Manchester, solicitor, to Lœla, second daughter of Edward Wood, Esq., of Westwood Mount, Scarborough.

DEATHS.

ALDERSON—On Nov. 18, Francis Bennet Alderson, of 6, Montagu-street, Portman-square, and of the Temple, solicitor.

MADDOCK—On Nov. 15, at 15, Serjeant's-inn, Temple, Charles Maddock, M.A., solicitor.

WALKER—On Nov. 15, at Spilsby, Edward Walker, Esq., solicitor, aged 37.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Nov. 17, 1871.

Godwin, Alfd, Hy Pickett, & Thos Mytton, King's Bench-walk, Temple, Attorneys and Solicitors. Nov 14

TUESDAY, Nov. 21, 1871.

Bretherton, Edwd, Chas Edwd Bretherton, & Jas Hannan, Lpool, Solicitors. Nov 14

Heather, Jas, sen, Jas Heather, jun, & Albert Fleming, Paternoster-row, Attorneys and Solicitors. Nov 18

Winding up of Joint Stock Companies.

FRIDAY, Nov. 17, 1871.

LIMITED IN CHANCERY.

European Trading Company (Limited).—Vice Chancellor Malins has, by an order dated Nov. 9, ordered that the above company be wound up. Harcourt and Macarthur, Moorgate st, solicitors for the petitioners

Pure Linseed and Compound Feeding Cake Company (Limited).—The Master of the Rolls has, by an order dated Nov. 6, ordered that the above company be wound up. Harcourt & Macarthur, Moorgate-st, solicitors for the petitioners.

TUESDAY, Nov. 21, 1871.

LIMITED IN CHANCERY.

Commercial Clothing Company (Limited).—Vice Chancellor Malins has, by an order dated Jan 31, appointed Fredk Bertram Smart, 85, Cheapside, to be official liquidator.

London Suburban Bank (Limited).—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred Good, 7, Poultry. Monday, Jan 15 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Pure Linseed and Compound Feeding Cake Company (Limited).—The Master of the Rolls has fixed Nov 30 at 12, at his chambers, for the appointment of an official liquidator.

COUNTY PALATINE OF LANCASTER.

FRIDAY, Nov. 17, 1871.

Liverpool Sewage Utilization Company.—Petition for winding up, presented Aug 10, directed to be heard before the Vice Chancellor, at St George's Hall, Lpool, on Wednesday, Nov 29. Gill, Lpool, solicitor for the company.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 17, 1871.

Beckett, John Waterfall, Peter's-rd, Mile End-rd, Stepney, Tin Plate Worker. Dec 14. Beckett *v* Beckett, V.C. Wickens. Barrett, Bell-yd, Doctor's-commons

Brown, Mary Ann, Kettering, Northampton, Widow. Dec 11. Brown *v* Glover, V.C. Wickens. Lamb, Kettering

Brown, Wm, Kettering, Northampton, Licensed Victualler. Dec 11 Brown *v* Glover, V.C. Wickens. Lamb, Kettering

Monney, Wm, Fetcham, Surrey, Esq. Dec 20. Monney *v* Whiting, M.R. Turner, Carey-st

TUESDAY, Nov. 21, 1871.

Coulson, Geo, Marlborough-rd, Peckham, Bill Discounter, Dec 15. Coulson *v* Tyrrell, V.C. Wickens. Sisney, Serjeant's-inn, Fleet-st

Davies, Sarah, Wrexham, Denbigh, Spinster. Dec 14. Price *v* Reddrop, V.C. Malins. Owen, Wrexham

Fairhurst, John Baron, Wigan, Lancashire, Grocer. Dec 29. Warder *v* Fairhurst. V.C. Malins. Rowbotiom, Wigan

Gameson, John, Birm. Dec 15. Stokes & Gameson, V.C. Malins. Reeves, Birm

Geddes, Geo, Lambkin-hill, Jamaica, Esq. Feb 10. Roberts *v* Blair, M.R. Oliver & Sons, Carey-st

Jones, Joseph Bowen, Regent-st, Perfumer. Dec 22. Webb *v* Jones, M.R. Essery & Glascodine, Swansea

Piner, Hy, Gerrard's Cross, Buckingham, Farmer. Dec 27. Halsey *v* Clear, V.C. Wickens. Mirams, New-inn, Strand

Stevens, Jas, Margate, Kent, Licensed Victualler. Jan 1. Woodruff Stevens, V. C. Wickens

Yeowell, Jas, George-st, Berwick-st, Golden-sq, Baker. Dec 13. Odlum *v* Yeowell, M.R. Newbon & Co, Wardrobe-pl, Doctor's-commons

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 17, 1871.

Alexander, Chas Revans, Cork-st, Burlington-gardens, Surgeon. Dec 30. Hewitt & Alexander, Ely-pl

Ashhurst, Eliz, Everton, Lpool, Widow. Jan 13. Hill, Lpool

Beattie, Joseph Hamilton, Surbiton, Civil Engineer. Jan 13. Rose, Salisbury-st, Strand

Carter, Joseph Newington, Scarborough, York, Artist. Jan 1. Moody & Co, Scarborough

Dunn, Alex, Lieut-Col, 33rd Regiment. Feb 15. Rickards & Walker, Lincoln's-inn-fields

Fentiman, John Wm, Balham-hill, Surrey, Esq. Dec 13. Fearon & Co, Gt George-st, Westminster

Gates, John, West Grinstead, Sussex, Gent. Dec 30. Edmunds, Worthing

Halson, Chas, Shanklin, Isle of Wight, Esq. Dec 31. Halse & Co, Cheapside

Haynes, John Robt Topham, Wensor Castle, Lincoln, Farmer. Jan 1. Brown & Atter, Peterborough

Lane, Rev Jas, Heavitree, Devon. Dec 30. Mountford & Co, Exeter

Lickfold, Jas, Rogate, Sussex, Farmer. Nov 30. Soames, Petersfield

Marson, Job, jun, Thirsk, York, Gent. Dec 7. Topham, Middleham

Rayner, Richd, Spondon, Derby, Gent. Feb 1. Hogg, Nottingham

Sharpus, Thos, Cockspur-st, Charing-cross, China Dealer. Jan 17. Rye, Golden-sq

Solomon, Napthali Hy, Upper Bedford-pl, Russell-sq, Bullion Dealer. Jan 1. Selim, Lancaster-pl, Strand

Sumners, Clare, Park-rd, New Wandsworth. Dec 31. Corsellis, East-hill, Wandsworth

Thompson, Hy, New Brighton, Cheshire, Gent. Dec 16. Martin, Lpool

Trood, Benj, Friter-rd, Spa-rd, Bermondsey, Hide Piece Merchant. Dec 30. Mountford & Co, Exeter

Thompson, Sarah, Over Darwen, Lancashire, Innkeeper. Dec 9. Clough & Folding, Blackburn

Troughton, Gustavus Kempenfeldt, St Thomas, nr Exeter, Gent. Dec 30. Mountford & Co, Exeter

Watkins, Thos, Harewood-sq, Gent. Dec 31. Aldridge & Thorn, Bedford-row

Wynn, Jonathan, Birkenhead, Cheshire, Wine Merchant. Jan 21. Toulmin & Co, Lpool

TUESDAY, Nov. 21, 1871.

Aders, Julius, South-villa, Crowhurst-rd, Brixton. Dec 20. Reed & Lovell, Guildhall-chambers, Basinghall-st

Bentley, Robt Thos, Isleworth, Middlesex, Esq. Jan 1. Watkins & Co, Sackville-st, Piccadilly

Bezant, Wm, Whittington-ter, Highgate-hill, Pawnbroker. Dec 21. Thomson & Edwards, Doughty-st, Mecklenburg-sq

Botting, Wm, Westmeston, Sussex, Gent. Dec 30. Hillman, Lewes

Brown, Joseph, Enfield Wash, Waltham Cross, Yeoman. Dec 31. Hammond, Furnival's-inn
Clark, Geo, Lordship-lane, Wood-green, Warehouseman's Assistant. Dec 2. Bannister & Robinson, Martin's-lane, Cannon-st
George, Danl, Manch, Innkeeper. Dec 21. Price & Woodcock, Manch
Gribble, Thos, Frenches, Redhill, Surrey, Esq. Jan 1. Browning, Austin-friars
Haynes, John Robt Topham, Wensor Castle, Lincoln, Farmer. Jan 1. Brown & Atter, Peterborough
Hepburn, Augustus Paull, Long-lane, Bermondsey, Leather Factor. Dec 31. Sheffield & Sons, Lime-st
Hewett, Frances, Southampton, Spinster. Dec 30. Hume & Bird, Gt James-st, Bedford-row
Hicks, Ann, Chapel-st, Bedford-row, Cabinet Maker. Jan 1. Cavell, Waterloo-pl, Pall Mall
Hicks, Jas, Chapel-st, Bedford-row, Cabinet Maker. Jan 1. Cavell, Waterloo-pl, Pall Mall
Imlach, Henrietta, Lpool, Spinster. Dec 7. Brydges & Mellersh, Cheltenham
Isard, John, Southmalling, Sussex, Carpenter. Dec 30. Himan, Cliffe, Lewes
Jackson, Henshaw, Peover Superior, Cheshire, Farmer. Dec 31. Green Northwich
Jolley, John, Sheffield, Gent. Jan 1. Brown & Son, Sheffield
May, Geo Hy, The Cliff, Lewes, Sussex, Innkeeper. Dec 30. Hillman, Cliffe, Lewes
Parnell, Ratcliffe, Exeter, Devon. Dec 30. Moon, Lincoln's-inn-fields
Pedley, Thos Humphrey, Eastbourne, Sussex, Esq. Dec 30. Hathaway & Andrews, Bedford-row
Roswell, Hannah, The Cliffe, Lewes, Sussex, Widow. Dec 30. Hillman, Cliffe, Lewes
Shirley, Edwin, Oakenclough Hall, Alstonefield, Stafford, Farmer. Jan 1. Hacker & Allen, Leek
Smith, Wm, Darlington, Durham, Banker's Clerk. Feb 2. Walker, York
Southernwood, Eleazer Boyer, Tring-grove, Hertford, Farmer. Dec 23. Shugar, Tring
Tindall, Robt, Scarborough, York, Esq. Jan 1. Meody & Co, Scarborough
Turpin, Robt, Colchester, Essex, Gent. Jan 5. Francis, Colchester
Wilson, Peter, Master of the Ship Astracana. Jan 4. Bateson, Lpool
Wilson, Wm Hy. Victoria-st, Westminster, Esq. Dec 17. Baxter & Co, Victoria-st, Westminster

Bankrupts.

FRIDAY, Nov. 17, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Anstruther, Mary Frances, Park-lane, Widow. Pet Nov 14. Roche. Dec 21 at 11
Mirabita, Ferdinand, Old Broad-st, Merchant. Pet Nov 10. Murray. Nov 28 at 12.30
Mure, Wm Thos Hy Strange, Alfred-pl, West Brompton, Distiller. Pet Nov 15. Spring-Rice. Dec 1 at 11

To Surrender in the Country.

Ace, Geo, Swonsea, Glamorgan, Ship Chandler. Pet Nov 14. Morris Swansea, Nov 28 at 3
Barnes, John Wm, Deptford, Kent, Builder. Adjourned till Nov 28. Farnfield. Greenwich
Edmonds, John Salisbury, Glyn Heath, Glamorgan, Fire Brick Manufacturer. Pet Nov 13. Morgan. Neath, Nov 28 at 12
Fullager, Hy, Mereworth, Kent, Farmer. Pet Nov 14. Scudamore. Maidstone, Dec 5 at 3
Haywood, Fredk Michael, Derby, Scrivener. Pet Nov 15. Weller. Derby, Nov 28 at 12
New, Stephen, Sheffield, Printer. Pet Nov 4. Wake. Sheffield, Dec 7 at 12
Pick, John, Quadring, Lincoln, Carpenter. Pet Nov 11. Gaches. Peterborough, Nov 28 at 1
Reed, Thos, Salford, Lancashire, Cattle Dealer. Pet Nov 14. Hulton. Salford, Nov 29 at 11
Renshaw, Wm, Northampton, Watchmaker. Pet Nov 8. Dennis. Northampton, Dec 2 at 3
Seymour, Geo, Wednesbury, Stafford, Brewer. Pet Nov 14. Clarke. Walsall, Dec 4 at 12

TUESDAY, Nov. 21, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Parker, Geo, Dean-st, Soho, Victualler. Pet Nov 17. Murray. Dec 5 at 11

To Surrender in the Country.

Box, John, Cheltenham, Gloucester, Wine Merchant. Pet Nov 18. Gale. Cheltenham, Dec 6 at 11
Ferris, John Pardoe, Heybridge, Essex. Pet Nov 17. Gepp. Chelmsford, Dec 8 at 1
Julian, Robt, Truro, Cornwall, Draper. Pet Nov 18. Chilcott. Truro, Dec 2 at 10
Johnson, Thos, Llandudno, Carnarvon, Hotel Keeper. Pet Nov 17. Jones. Bangor, Dec 7 at 12
Littler, Joseph, Bangor, Carnarvon, Hotel Keeper. Pet Nov 18. Jones. Bangor, Dec 7 at 2
Mason, Wm, West Smethwick, Stafford, Provision Dealer. Pet Nov 17. Watson. Oldbury, Dec 4 at 11
Piper, Ephraim, Jarvis Brook, Sussex, Wheelwright. Pet Nov 16. Alleyne. Tonbridge Wells, Dec 4 at 3
Powell, David, Birm, Grocer. Pet Nov 18. Chauntler. Birm, Dec 5 at 11
Revill, Joseph, Sheffield, Tailor. Pet Nov 17. Wake. Sheffield, Dec 7 at 12
Simpson, Hy, Stretford, nr Manch, Stuff Merchant. Pet Nov 18. Hulton. Salford, Dec 6 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 17, 1871.

Jennings, Jas, Whitechapel-rd, Plumber. Nov 16

TUESDAY, Nov. 21, 1871.

Lloyd, John, Pontyebrk, Carmarthen, Brickmaker. Nov 18

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 17, 1871.

Aldous, Edwin, Brightlingsea, Essex. Shipbuilder. Dec 4 at 12, at offices of Smythies & Co, North Hill, Colchester
Ansell, Thos, Brighton, Sussex, Draper. Dec 6 at 12, at offices of Smith & Co, Bread-st, Cheapside. Lamb, Brighton
Arkinstall, Thos, Walton Heath, Stafford, out of business. Dec 4 at 11, at offices of Hodgkinson, Stone
Arthur, Jas, Walsall, Stafford, Commercial Clerk. Nov 28 at 11, at offices of Wilkinson & Gillespie, Bridge-st, Walsall
Bailey, Geo, York, Stonemason. Nov 29 at 3, at office of Dyson, King-st, Castlegate, York
Barnes, Thos, Middlesborough, York, Licensed Victualler. Nov 29 at 2 at offices of Garbutt, Collingwood-st, Newcastle-upon-Tyne
Baton, Jas, Lytham, Lancashire, Schoolmaster. Dec 1 at 11, at the Queen's Hotel, Lytham. Moore, Warrington
Barton, Jeffery, Dover, Kent Veterinary Surgeon. Nov 29 at 4, at the Victoria Hotel, Castle-st, Dover. Minter. Dover
Bingham, Thos Edwd, Deal, Kent. Mariner. Nov 30 at 11, at the Royal Exchange Hotel, Deal. Drew, Deal
Burrows, Jas, Cirencester, Gloucester, Corn Dealer. Dec 5 at 3, at office of Marshall, Essex-pl, Rodney-ter, Cheltenham
Butler, Hy, Brighton, Sussex, Lodging House Keeper. Dec 5 at 3, at offices of Lamb, Ship-st, Brighton
Butler, Thos, St. John's-st, Clerkenwell, Builder. Nov 30 at 3, at offices of Jenkins, Tavistock-st, Strand
Cartwright, Joseph, Wednesbury, Stafford, Chartermaster. Dec 1 at 11, at offices of Glover, Park-st, Walsall
Clarke, Chas Hy Montague, Paternoster-row, Literary Agent, Nov 25 at 1, at offices of Biddles, Southampton-bldgs, Chancery-lane
Cobden, Richd, Jermyn-st, St. James's, Tailor. Nov 28 at 12, at offices Alley-Jones, Chancery-lane
Cotton, Thos, Wigan, Lancashire, Boot Dealer. Dec 2 at 2, at office of Latham & Bygott, Market-st, Crewe
Cowan, Matthew Mitchell, Cumberland, Boot Maker, Nov 30 at 1, at the Bush Inn, Carlisle. Tyson & Hobson, Maryport
Delaney, Richd, Bradford York, Greengrocer. Dec 1 at 11, at offices of Lancaster, Manor-row, Bradford
Dixon, Chris, Harrogate, York, Corn Merchant. Dec 2 at 11, at offices of Hirst & Capes, Harrogate
Dunton, Joseph, Cheltenham, Gloucester, Photographer. Nov 28 at 4, at offices of Smith, Regent-st, Cheltenham
Gatland, Geo Geer, Old Fish-st, Manufacturer's Agent. Nov 28 at 11, at offices of Haigh, jun, King-st, Cheapside
Gibson, Joseph, Northbourne, Kent, Tailor. Nov 30 at 1, at the Royal Exchange Hotel, Deal. Drew, Deal
Hayward, Edwd, Ramsgate, Kent, Fancy Warehouseman. Nov 29 at 12, at offices of Doyle & Edwards, Carey-st, Lincoln's-inn. Delasaux Canterbury
Howes, Fras, Birm, out of business. Nov 28 at 12, at offices of Fallows, Cherry-st, Birm
Hutchinson, Thos, Pickering, York, Grocer. Nov 30 at 3, at offices of Parkinson, Pickering
Hyman, David, & Nathan Van Flymen, Cable-st, Whitechapel, Cigar Manufacturers. Dec 4 at 2, at offices of Stacpoole, Pinners'-hall, Old Broad st
Ibbotson, Benj, Sheffield, Licensed Victualler. Nov 30 at 2, at offices o Burdekin & Co, Norfolk st, Sheffield
Jelley, Fredk, Sheffield, Corn Broker. Nov 28 at 3, at offices of Burdekin & Co, Norfolk-st, Sheffield
Johnson, Edwd, Newcastle-upon-Tyne, House Agent, Nov 30 at 12, at office of Johnston, Pilgrim-st, Newcastle-upon-Tyne
Jones, John Philip, Blaenavon, Monmouth, Outfitter. Nov 28 at 3, at offices of Lloyd, Park-ter, Pontypool
Jones, Thos, Swansea, Glamorgan, Shoemaker. Nov 28 at 2, at offices of Jones, Fisher-st, Swansea
Lambert, John, Ryde, Isle of Wight, Poulterer. Nov 28 at 12, at office of Hooper, Union-st, Ryde
Lavender, Jas, & Eliezer Gershom Potter, Birm, Tool Makers. Nov 25 at 10.30, at offices of Richardson, Temple-row West, Birm
Law, Wm Alex, Frampton Park-rd, Hackney, Mineral Water Manufacturer. Dec 4 at 2, at 144, Cheapside. Rogers, Deans'-ct, Doctors Commons
Leedam, John, Burnley, Lancashire, Tailor. Nov 30 at 2, at office of Howard, Borough Hotel, Burnley. Pullan
Leonard, Edwd, jun, Cheltenham, Gloucester, Stationer. Dec 6 at 3 at offices of Marshall, Essex-pl, Cheltenham
Lewman, John Bernard, Reading, Berkshire, Clerk in Holy Orders Dec 2 at 11, at office of Page, jun, Silver-st, Lincoln
Lloyd, Robt, Blaenavon, Monmouth, Beer-house Keeper. Dec 5 at 2, at offices of Jones, Frogmore-st, Abergavenny
Lochead, Wm, & Joseph Thos Holt, Halifax, York, Smallware Dealers. Nov 30 at 11, at offices of Norris & Foster, Crossley-st, Halifax
Lynn, Matthew Danl, Wm Gaskill, & Edwd Jas Du Val, Manch, Merchants. Dec 7 at 11, at the Clarence Hotel, Spring-gardens, Manch. Rilson, Manch
Maconochie, Jas, Aberystwyth, Cardigan, Fish Dealer. Nov 29 at 11, at office of Hughes & Son, North Parade, Aberystwyth
Maskell, Wm, Sandhurst, Kent, Builder. Dec 1 at 11, at the Swan Inn, Sandhurst. Langham, Hastings
McAdam, Robt Cullen, Leicester, Umbrella Maker. Nov 29 at 3, at office of Spooner, Bank-bldgs, Leicester
Midwinter, Wm Hy, Albany-st, Regent's Park, Banker's Clerk. Dec 2 at 10, at offices of Evans & Co, John-st, Bedford-row
Molineux, Fredk Wm, Maria Eliz Molineux & Kathleen Stafford Copeland, Liverpool, Theatre Proprietors. Dec 1 at 2, at 14, Cook-st, Liverpool. Harris, Liverpool
Newton, Wm, Cosham, Hants, Grocer. Nov 30 at 11, at offices of Walker Union-st, Portsea
Northey, Edwin, St John's-rd, Hoxton, Cheesemonger. Nov 1 offices of Taylor & Jaquet, South-st, Finsbury-sq

Pillow, Thos, jun, Trinity-sq. Tower-hill, Lighterman. Nov 30 at 1, at offices of Sawyer, Adelaide-pl, London-bridge. Cattarns & Co
Potter, Thos, Cheltenham, Gloucester, Solicitor. Dec 4 at 12, at offices of Packwood, Chester-walk, Cheltenham
Randall, Walter Arthur, Littlehampton, Sussex, Tailor. Dec 6 at 1, at offices of Smith & Co, Bread-st Cheapside
Rendell, Jas, Bromley, Middlesex, Journeyman Baker. Nov 30 at 2, at offices of Layton, Gresham-st
Rowling, Saml, Lancashire, Great Crosby, out of business. Nov 30 at 3, at offices of Warner, Princess-st Manch. Cobb & Sowton, Liverpool
Russell, Fredk, Tunbridge Wells, Kent, Fancy Repository Proprietor. Dec 5 at 3, at office of Cripps, Mount Calverley Lodge, Tunbridge Wells
Sarl, Chas, West Cowes, Isle of Wight, Grocer. Nov 27 at 1, at the Castle Hotel, Southampton
Sharrocks, Robt, Heywood, Lancashire, Cabinet Maker. Dec 6 at 3, at office of Rylance, Essex-st, King-st, Manch
Short, Wm Hy, & John King Oldland, Bristol, Grocers. Nov 27 at 12, at offices of Stanley & Wasbrough, Royal Insurance-bldgs, Corn-st, Bristol
Simpson, Joseph Chris, Budge-row, Cannon-st, Engineer. Dec 5 at 1, at offices of Rosher, Martin's-lane
Softley, John Jas, Southsea, Hants, Draper. Dec 4 at 11 at 31, St Thomas'-st, Portsmouth
Taylor, Geo Cortlandt Buller, Brighton, Sussex, Lieut. Dec 4 at 1, at the Guildhall Tavern, Canterbury. Lamb, Brighton
Thompson, Geo Saml, Newbury, Berks, Draper. Nov 24 at 10, at the White Hart, Newbury. Lucas, Newbury
Thompson, Joseph, Southborough-ter, Carlton-rd, Peckham, Clerk. Dec 6 at 1, at offices of Moss, Gracechurch-st
Tobin, Geo, Chorley, Lancashire, Surgeon. Nov 30 at 2, at offices of Morris, Townhall-chambers, Chorley
Tomlinson, Wm Jonathan, Camden-rd, Pawnbroker. Nov 30 at 2, at 16, Southampton-st, Bloomsbury-sq. Stileman & Neate
Tothill, Francis Richd, Oak Hill, Kent, Gent. Nov 24 at 3, at offices of Howell, Cheapside
Walthew, Francis, Burntwood, Stafford, Builder. Nov 30 at 2, at the Dragon Hotel, Walsall. Wilson, Burton-on Trent
Warren, Mary Ann, Cheltenham, Gloucester, Widow. Nov 22 at 11, at office of Chesshyre, Regent-st, Cheltenham
Washington, Geo, Manch, Manager. Dec 9 at 4, at the Courts Inn, Sherborne-st, Manch
Watts, John, Whitecliff, Gloucester, Potter. Nov 27 at 1.30, at the Angel Hotel, Coleford. Williams, Monmouth
Williams, Wm, Swansea, Glamorgan, Contractor. Nov 27 at 3, at offices of Barnard & Co, Temple-st, Swansea. Brown & Davies, Swansea

TUESDAY, Nov. 14, 1871.

Askew, Francis, Durham, Boot Maker. Dec 5 at 11, at offices of Proctor, jun, Silver-st, Durham
Axtens, Caroline, Exeter, Eating-house Keeper. Dec 4 at 11, at offices of Huggins, Paul-st, Exeter. Carter, Exeter
Baker, John, Birm, out of business. Dec 1 at 3, at offices of Parry, Bennett's-hill, Birm
Bateman, Theophilus Edgar, Bampton, Oxford, Draper. Dec 4 at 11, at the Fleece Hotel, Witney. Kilby & Son, Banbury
Bell, John Jas, Newcastle-upon-Tyne, Mineral Water Manufacturer. Nov 29 at 1, at offices of Strachan, Central-bldgs, West Grainger-st, Newcastle-upon-Tyne. Mather & Cockcroft, Newcastle-upon-Tyne
Blofield, John, Mellis, Suffolk, Corn Merchant. Dec 12 at 1, at the Crown and Anchor Hotel, Ipswich. Moojen, Southampton-st, Bloomsbury
Bond, Hy, Portishead, Somerset, Grocer. Dec 1 at 2, at offices of Hancock & Co, John-st, Bristol. Ward, Bristol
Brook, Joseph, Penistone, York, Common Brewer. Dec 4 at 3, at the White Swan Hotel, Kirkgate, Huddersfield. Dransfield
Brookes, Thos, Cheltenham, Gloucester, Builder. Dec 5 at 11, at offices of Winterbotham & Co, Essex-pl, Cheltenham
Brown, Saml, Birm, Pocket-book Manufacturer. Dec 5 at 12, at offices of Fallows, Cherry-st, Birm
Carpenter, Geo, St Thomas the Apostle, Devon, Baker. Dec 2 at 11, at the Three Tuns Inn, High-st, Exeter. Floud, Exeter
Carr, John, Sunderland, Durham, Brewer. Dec 4 at 11, at offices of Sewell, Grey-st, Newcastle-upon-Tyne
Chambers, Edwin, Surbiton, Surrey, Grocer. Dec 2 at 11, at office of Wilkinson & Howlett, Church-st, Kingston-on-Thames
Clarke, Wm, Lincoln, Coal Merchant. Dec 5 at 11, at offices of Tweed, Saltergate, Lincoln
Coldwell, Geo Hy Herbert, Bristol, Clerk in Holy Orders. Dec 1 at 12, at offices of Hancock & Co, John-st, Bristol. Barnett, Bristol
Collins, Tom Geo, Earl's-ct-rd, Kensington, China Dealer. Nov 30 at 11, at office of Weatherhead, Hereford-rd, Bayswater
Condell, Jas Alex, Old Town, Clapham, Corn Dealer. Dec 11 at 2, at office of Cann, Langbourne-chambers, Fenchurch-st
Cory, Wm, Landsdown-pl, Branswick-sq, out of business. Nov 29 at 2, at offices of Lovering & Minton, Gresham-st. Deere & Bourne, King's Arms-yard, Moorgate-st
Crosby, Wm, Wymeswould, Leicester, Licensed Victualler. Dec 6 at 11, at offices of Simpson, St Peter's-chambers, Nottingham
Cross, Thos John, Idol-lane, Tower-st, Commission Agent. Dec 2 at 12, at offices of Smith & Co, Basinghall-st. Courtenay, Gracechurch-st
Evans, Evan, & John Evans, Everton, Lpool, Contractors. Dec 5 at 2, at offices of Bellringer, North John-st, Lpool
Foreday, Alfred, Bedford-row, Attorney. Nov 29 at 2, at offices of Chidley, Old Jewry
Flower, Wm, Bath, Brush Manufacturer. Dec 5 at 12, at 3, Paragon, Bath. Ricketts
Fowler, Thos, Otley, York, Plumber. Dec 7 at 1, at offices of Siddall, Charles-st, Otley
Frendenthell, Gottlieb Adolph, Mincing-lane, Colonial Broker. Dec 4 at 12, at offices of Crump, Philpot-lane
Froggatt, Geo, Stockport, Cheshire, Bone Dealer. Nov 30 at 3, at offices of Reddish & Lake, Great Underbank, Stockport
Gadie, Chas, Dalton-in-Furness, Lancashire, Tailor. Dec 2 at 11, at the Temperance Hall, Ulverston. Jackson
Hallam, Enoch, Fenton, Stafford, out of business. Dec 5 at 11, at the Union Hotel, High-st, Longton. Adderley, Longton
Hanham, Hy, London-rd, Shoe Dealer. Dec 7 at 2, at offices of Tucker, Chancery-lane,
Harvey, Thos, Sneinton, Notts, Corn Agent. Dec 6 at 12, at office of Parsons, Eldon-chambers, Wheeler-gate, Nottingham
Hastings, Geo, Churton-st, Pimlico, Butterman. Nov 30 at 11, at 32, Lupus-st, Pimlico. Childley, Great Tower-st
Hawkesley, Francis, Kingston-upon-Hull, Brush Manufacturer. Dec 6 at 12, at offices of Pickering, jun, Quay-st, Hull. Holden & Sons
Hayton, John, Stockton-on-Tees, Durham, Labourer. Nov 28 at 3, at offices of Hudson, High-st, Stockton-on-Tees. Fawcett & Co
Henshaw, Wm, Heaton Norris, Lancashire, Agent. Dec 4 at 3, at office of Johnstone, Vernon-st, Stockport
Higgins, Jas, Stanningley, Pudsey, York, Boot Maker. Dec 6 at 11, at offices of Carr, Albion-st, Leeds
Higgs, Hy, Bristol, Hatter. Nov 29 at 12, at offices of Williams & Co, Exchange, Bristol. Press & Inskip, Bristol
Holt, Robt, & John Parker, Manningham, York, Paviers. Dec 4 at 2, at offices of Hutchinson, Piccadilly, Bradford
Horsman, Fredk, Morpeth-ter, Victoria-pk, Clerk. Dec 4 at 3, at office of Knapp, Coleman-st
Hughes, David, Bangor, Carnarvon, Licensed Victualler. Dec 8 at 2, at office of Foulkes, York-pl, Bangor
Hughes, Richd Edwd, Rhyl, Flint, Grocer. Dec 5 at 10, at offices of Williams, Bodfor-st, Rhyl
Hustwayte, John Dymock, Nottingham, Lace Manufacturer. Dec 11 at 12, at offices of Brittle, St Peter's-chambers, St Peter's-gate, Nottingham
Kaye, Hy, Wombwell, York, Beerhouse Keeper. Dec 7 at 12, at the King's Head Hotel, Barnsley
Marks, Abraham Marks, Middleton-rd, Kingsland-rd. Manufacturer of Fancy Goods. Dec 4 at 4, at office of Dubois, Gresham-bldgs, Basinghall-st
Morris, Wm, Choriton-upon-Medlock, Manch, Cotton Spinner. Dec 5 at 3, at the Clarence Hotel, Spring-gardens, Manch. Partington & Allen, Manch
Mottram, Joseph, Bath, Somerset, Hosier. Dec 6 at 12.30, at the Guildhall Coffee-house. Simmons & Clark, Bath
Myers, Rebecca, Scarborough, York, Jeweller. Dec 11 at 11, at office of Hodgson & Sons, Waterloo-st, Birm
Perkins, Richd Wm, & Fras Heinekin Perkins, New Dock, Llanelly, Carmarthen, Coal Shippers. Dec 4 at 12, at offices of Johnson, Town Hall, Llanelly
Philpott, Wm, Winchester, Baker. Dec 1 at 11, at office of Godwin, St Thomas'-st, Winchester
Price, Fredk, Burton-on-Trent, Labourer. Dec 7 at 11, at office of Stevenson, Horninglow-st, Burton-on-Trent
Proctor, John Wellard, Park-st, Southampton-st, Camberwell, Fruit Salesman. Dec 4 at 12, at the King's Head Tavern, King's Head-yd, Southwark. Ody, Trinity-st, Southwark
Proctor, Wm, Nottingham, Carver. Dec 6 at 12, at office of Herbert, Weekday-cross, Nottingham. Wilson
Reeves, Thos, Stoke-upon-Trent, Stafford, Brickmaker's Manager. Dec 7 at 2, at office of Welch, Caroline-st, Longton
Richards, John, Madeley Wood, Salop, Beerhouse Keeper. Dec 4 at 3, at office of Phillips, Shifnal
Richardson, Jas, jun, Lpool, Hat Maker. Dec 7 at 12, at the Thatched House Hotel, Newmarket-st, Market-st, Manch. Lupton, Lpool
Roberts, John Thos, Blackfriars-rd, Beerhouse Manager. Nov 6 at 11, at office of Russel, Walbrook
Sadler, Septimus John, Oldbury, Worcester, Boot Dealer. Dec 4 at 11, at office of Shakespeare, Church-st, Oldbury
Sale, Eleanor, Lamberhurst, Sussex, Widow. Dec 1 at 11, at offices of Stone & Co, Church-rd, Tunbridge Wells
Smith, Geo, Blackburn, Lancashire, Heald Knitter. Dec 1 at 11, at office of Radcliffe, Clayton-st, Blackburn
Swales, Alonzo, Liverpool-rd, Islington, Dealer in Paper Hangings. Nov 30 at 3, at the Angel Hotel, Pentonville-rd, Islington
Taylor, Thos Stokes, Union-st, Southwark, Manager. Dec 4 at 11, at office of Hyman, Lamb's Conduit-st. Padmore, Westminster-bridge-rd
Taylor, Wm Alfd, Birm, Silversmith. Dec 1 at 11, at the Gt Western Hotel, Birm. Jelf & Goule
Thicthener, Wm, Barnsley, York, Watchmaker. Dec 5 at 3, at office of Parker, Regent-st, Barnsley
Turrell, Saml, Gt Yarmouth, Norfolk, Fishing Boat Owner. Dec 4 at 12, at office of Wiltshire, Regent-st, Gt Yarmouth
Usher, Geo, Bath, Bootmaker. Dec 4 at 11, at office of Bartrum, Northumberland-bldgs, Bath
Wainewright, Robt Ernest, John-st, Bedford-row, Attorney. Dec 13 at 3, at offices of Lawrance & Co, Old Jewry-chambers
Wall, Thos, Wollaston, Worcester, out of business. Nov 29 at 3, at offices of Saunders, jun, Mill-st, Kidderminster.
Wardall, Fredk, Middlesborough, York, no occupation. Dec 6 at 3, at offices of Braithwaite & Co, Albert-rd, Middlesborough. Bainbridge, Middlesborough
Watson, John, Swansea, Glamorgan, Draper. Dec 1 at 11, at offices of Crowther & Co, York-st, Manch. Field, Swansea
Whitbread, Edwd Hornsey, Oxford, College Cook. Dec 4 at 11, at 9, Magdalen-st, Oxford
White, Richd. jun, Hartlepool, Durham, Boot Dealer. Dec 2 at 11, at offices of Todd, Town Wall, Hartlepool
Williams, Danl, Swansea, Glamorgan, Grocer. Dec 1 at 11, at offices of Davis & Harland, Rutland-st, Swansea